

Vertical
Transportation
Systems
Consultants

vda®

314-858-1100

E-mail: contact@vdassoc.com

Van Deusen & Associates, Inc. 3636 S Geyer Rd, Suite 100 • St. Louis, MO 63127

April 3, 2018 (Revised)

April 2, 2018

Earl Newill, Chief Engineer
Jackson County Government
303 West Walnut Street
Independence, MO 64057

Re: Jackson County Government - Multiple Buildings, Jackson County, MO
Vertical Transportation Consultation

Dear Mr. Newill:

Based on our discussions, the following represents the agreement ("the Agreement") by and between VDA® (Van Deusen & Associates, Inc.), ("Consultant") and Jackson County Government, (the "Client").

I. PURPOSE OF AGREEMENT

- A. The purpose of this Agreement is to state the terms and conditions under which Consultant will provide consulting services for the vertical transportation systems in the referenced building, hereinafter referred to as the "Project."
- B. The following services shall and associated fees shall be added to the current contract between Jackson County and VDA (Van Deusen & Associates, Inc.). All other terms and conditions of that agreement unless otherwise noted below shall remain in force and apply to the services outlined below.

II. SCOPE OF WORK

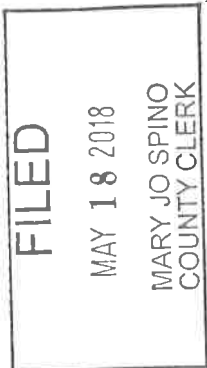
- A. Provide vertical transportation consulting services for the maintenance agreement and maintenance monitoring on 34 units at 9 properties in Jackson County, MO, in accordance with the scope of services detailed in Section III below.

III. SERVICES TO BE PERFORMED

PHASE 1 – DOCUMENT PREPARATION

- A. Modify the agreement and specifications for Full Protective Elevator Maintenance Services that was included in the modernization package for use on all 9 county properties. This agreement shall be written to require the contractor to:

1. Provide a comprehensive scope of preventive maintenance services
2. Work a minimum number of hours each month dedicated solely to routine maintenance
3. Respond to callback service requests within a specified time



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4. Provide a monthly summary of equipment malfunctions and callbacks
5. Conduct periodic inspections and testing as required by code / local laws
6. Maintain specific levels of operational performance
7. Periodically re-paint machinery and storage parts
8. Provide insurance requirements, price adjustments, cancellations and renewals

NOTE: Specifications will be reviewed and approved by Client before issuance for bidding.

- B. Identify major repairs to be bid in addition to the maintenance contract and other potential pre-maintenance repairs.
- C. Assist in identifying contractors with the expertise and logistical support necessary to successfully complete the specified work.
- D. Issue the following bid documents to identified contractors:
 1. A formal invitation to bid
 2. Specifications and contract for preventive maintenance services
 3. A bid proposal form including capital repairs.
 4. Contractor qualification form / references
- E. Provide a telephone conference with the Client.

PHASE 2 – BID REVIEW

- A. Attend a pre-bid meeting to review the scope and walk the courthouse.
- B. Provide spreadsheet analysis of bid proposals.
- C. Meet with the client to review the bids.

PHASE 3 – CONTRACTOR INTERVIEW MEETINGS

- A. Attend interview meetings with selected bidders to qualify their bids. Meetings are to be scheduled on the same day to keep within one trip. Any additional meetings/trips to interview bidders will be billed as an extra to the fees quoted below.

PHASE 4 – ANNUAL PERFORMANCE REVIEWS

- A. Meet annually with the client and current maintenance provider to review previous 12-month performance. Meeting will be held at the client's office in Kansas City or Independence, MO at a mutually agreed time.
- B. Review shall include an overview of the contractor's compliance with the maintenance contract including:
 - 1. Responses times
 - 2. Equipment reliability
 - 3. Callback records
 - 4. Maintenance Control Reports
 - 5. Audit reports
 - 6. State Operating Certificates
 - a. Safety tests
 - b. Fire service testing
 - c. Emergency power testing (if present)
- C. Review of recommended upgrades/ Capital Planning
- D. Review of client concerns
- E. Review of contractor's corrective action plan and timing
- F. A report consisting of meeting minutes and consultant's recommendations resulting from the discussion will be issued within 30 days after the meeting.

PHASE 5 – PERIODIC REVIEW MEETINGS AND QUALITY CONTROL EVALUATIONS

- A. Meet with the client and vendor a minimum of one time each year (or more often if requested) attend in addition to the annual review noted under Phase 4 to review the vendors performance.
- B. Prior to each meeting a Quality Control Evaluation on one randomly selected unit will be performed as outlined below:
 - 1. Check operation and physical condition of hoisting equipment, control systems, door apparatus, operating and signal fixtures.

2. Review housekeeping practices, record test dates based on equipment tags and audit wiring diagrams and/or other record documents stored on site.
 3. Record operating performances.
 4. Issue an Audit Score on each unit.
- C. After each meeting, issue a Quality Control Evaluation report for the unit audited, that will include maintenance deficiencies, operating efficiencies, our recommendations applicable to these units and/or how it compares to established contract standards.
- D. Follow-up inspections of the units previously surveyed to confirm all identified maintenance deficiencies have been corrected by the contractor will be performed on an hourly basis if requested by the client.
- E. Each meeting with the contractor will cover the following topics:
1. Review callback reports
 2. Safety test review
 3. State inspection deficiencies
 4. Maintenance performance
 5. Miscellaneous performance topics
 6. Review contractors plan to correct deficiencies
- F. A report consisting of meeting minutes and consultant's recommendations resulting from the discussion will be issued within 14 days after the meeting.

PHASE 6 – MAINTENANCE MANAGEMENT/MONITORING

- A. Monthly or as agreed we will perform the following on a timecard basis not to exceed six (6) hours/year:
1. Review all invoices for compliance with contract requirements. Non-compliant invoices will be returned to the vendor for correction or credit. and provide a spread sheet overview of invoices and status will be provided.
 2. Access contractor's online Maintenance Control system, to monitor callbacks, repair status and elevator up-time.
 3. Review maintenance contract performance criteria and ensure contractor is meeting requirements and fulfilling contractual obligations.

4. Review and if required inspect all major maintenance repairs performed by the Contractor each month, as well as prepare and manage repair schedules.

IV. FEE

- A. The fee will be a total not to exceed amount of \$28,150.00, broken down by the following phases:

1. Phase 1 – Document Preparation fee will be the lump sum of \$4,760.00, payable in installments as follows: 90% upon issuance of the draft specification / 10% upon issuance of the final specification.
2. Phase 2 – Bid Review fee will be the lump sum of \$4,700.00, payable upon issuance of the bid comparison analysis.
3. Phase 3 – Contractor Interview Meetings fee will be the lump sum of \$2,820.00, payable as work is performed.
4. Phase 4 – Annual Performance Reviews will be a lump sum of \$5,640.00 per year.
5. Phase 5 – Periodic Review Meetings & Quality Control Evaluations fee will be \$2,820.00 per meeting with a minimum of one (1) meeting in addition to the annual review noted in Phase 3. Additional meetings may be requested by the client as needed.
6. Phase 6 – Maintenance Management/Monitoring will be hourly as requested with a minimum of 6 hours per year (6 X \$235.00 = \$1,410.00).

- B. Reimbursable expenses:

1. Living and traveling expenses for any travel outside the St. Louis Metropolitan area will be billed at cost with normal invoices and will be a not to exceed amount of \$6,000.00 (included in the total noted above) based on the scope noted above.

- C. Any meetings or additional consulting services requested and approved by the Client that is over and above the Scope of Work will be billed on a time card basis using our current rates with additional travel expenses at cost.

IN WITNESS WHEREOF, Jackson County, Missouri, has caused these presents to be executed in its behalf by its duly authorized agent; and the Consultant has hereunto set it hand and seal.

JACKSON COUNTY, MISSOURI

VAN DEUSEN & ASSOCIATES, INC.



Frank White, Jr.
County Executive



M. Wade Smith, CEO
Tax ID No. 22-2330816 5/10/2018

APPROVED TO FORM:

ATTEST:



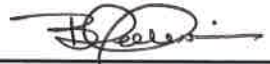
W. Stephen Nixon
County Counselor



Mary Jo Spino
Clerk of the Legislature

RECOMMENDED BY:

DATE:



Brian Gaddie, P.E.
Director of Public Works

5.11.2018

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this Agreement is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of ~~\$100,155.00~~ which is hereby authorized.

© \$28,150.00

5/16/18

Date



Chief Administrative Officer - (a)

~~Contract No. JC 5101201701~~ (a)

001-1204-6510=\$7,013

001-1205-6510=\$6,158

001-1210-6510=\$14,979

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