

Request for Legislative Action

Res. #20937

Sponsor: Theresa Cass Galvin

Date: April 25, 2022 - ADD ON

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20937
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	4/25/2022

Introduction

Action Items: ['Authorize']

Project/Title:

Authorize additional contractual services governed by the approved Contractual Master Agreement for Professional Jail Owner's Representative Consulting Services for the Jackson County Criminal Justice System to JCDC Partners, LLC of Kansas City, Missouri and initiating Components 4.3 and 5.0 of the Master Agreement.

Request Summary

The request is to continue to provide Jail Owner's Representative Consulting Services to assist the County with jail facility related solutions, including the delivery of a new Jackson County detention facility. A detailed list of scope of services is provided but generally, the services for Components 4.3 and 5.0 consist of Design Build construction efforts through the delivery of the project as well as efforts to assist with the transition between old and new facilities. More specifically but not limited, it is expected that JCDC Partners will act of behalf of the County in regards to projects controls, including quantitative and quality control, keeping the project on schedule and within the allotted budget, assist with public relations, commission the facility, assist the Jail transition team with development of staffing needs, staffing operational planning efforts, FF&E coordination and finally, detention operational relocation. As you all are aware, in 2019 the Purchasing Division of Finance issued Request for Proposals No. 17-19 to which JCDC Partners was selected as the preferred consulting partner. At the conclusion of that Legislation, a Master Agreement for Professional Jail Owner's Representative Consulting Services was executed. Within that agreement, a series of work Components were outlined and included necessary services as part of the ongoing efforts. Component 4.3, Design and Construction Services, as well as Component 5.0, Transition, Activation and FF&E Services, represent the final Components indicated within the original scope of services. The funding required for these final two Components is not to exceed \$4,392,512. This allocation, which includes the necessary amount of project reimbursables, is in alignment with consulting fees provided by JCDC Partners upon execution of the Master Agreement. As described above, the appropriations requested within will fund the third and final set of work Components, as outlined by the Master Agreement. Components 4.3 and 5.0 will conclude the efforts of JCDC Partners, finalize the scope of services within the Master Agreement and will ultimately provide the County with a completed and delivered detention facility project.

Contact Information

Department:	Public Works	Submitted Date:	3/28/2022
Name:	Brian Gaddie	Email:	BGaddie@jacksongov.org
Title:	Director	Phone:	816-881-4496

Request for Legislative Action

Budget Information			
Amount authorized by this legislation this fiscal year:			\$4,392,512
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$4,392,512
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
013 (County Improvement Fund)	1214 (Fac. Mgmt. New Detention Center)	56080 (Other Professional Services)	\$4,392,512

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5388	August 10, 2020
Prior Resolution	
Resolution:	Resolution date:
20332	December 9, 2019

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Reviewed for Goals:	
MBE:	9.79%
WBE:	11.89%
VBE:	9.79%
Prevailing Wage	

Request for Legislative Action

Not Applicable	
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Fiscal Information

- 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.

Request for Legislative Action

History

Brian Gaddie at 3/28/2022 12:05:27 PM - [Submitted |] Department Director: Brian Gaddie at 3/28/2022 2:06:43 PM - [Approved |] Finance (Purchasing): Barbara J. Casamento at 3/28/2022 2:41:10 PM - [Approved |] Compliance: Katie M. Bartle at 3/28/2022 3:54:38 PM - [Returned for more information | JCDC's Certificate of Compliance is expired. They can go to <https://jacomocompliance.com/login.php> to renew. KMB]

Submitter: Brian Gaddie at 4/7/2022 3:52:09 PM - [Submitted | JCDC has submitted the necessary documentation and the Certificate of Compliance was issued by the CRO on 4/7/22.]

Department Director: Brian Gaddie at 4/7/2022 4:53:57 PM - [Approved |]

Finance (Purchasing): Barbara J. Casamento at 4/8/2022 9:46:07 AM - [Approved |]

Compliance: Katie M. Bartle at 4/11/2022 10:39:44 AM - [Approved | Payments to MBE subcontractors to date: \$518,755.50 Payments to WBE subcontractors to date: \$202,586.36]

Finance (Budget): Mark Lang at 4/11/2022 11:09:16 AM - [Returned for more information | On the "subject" tab, please also check the "appropriate" box. On the "budget info" tab, please select "is it transferring fund". The "from" account will be (32810 - Undesignated Fund Balance).]

Submitter: Brian Gaddie at 4/11/2022 2:15:07 PM - [Submitted | Funds were appropriated in the 2022 budget and are located in account code 013-1204-56080. Did something change?]

Department Director: Brian Gaddie at 4/11/2022 2:23:34 PM - [Approved | That was supposed to be account code 013-1214-56080.]

Finance (Purchasing): Barbara J. Casamento at 4/11/2022 2:59:56 PM - [Approved |]

Compliance: Katie M. Bartle at 4/11/2022 3:41:13 PM - [Approved |]

Finance (Budget): Mark Lang at 4/11/2022 4:01:33 PM - [Returned for more information | Remove the word "appropriation" within the project title and anywhere else it may appear.]

Submitter: Brian Gaddie at 4/11/2022 4:59:24 PM - [Submitted |]

Department Director: Lisa Honn at 4/15/2022 12:05:43 PM - [Approved | Kristina is out of the office. Approving on her behalf at Gaddie's request. (lh)]

Finance (Purchasing): Barbara J. Casamento at 4/18/2022 11:21:59 AM - [Approved |]

Compliance: Katie M. Bartle at 4/18/2022 11:48:38 AM - [Approved |]

Finance (Budget): Mark Lang at 4/18/2022 2:58:33 PM - [Approved | The fiscal note has been attached.]

Executive: Troy Schulte at 4/19/2022 10:32:58 AM - [Approved |]

Legal: Elizabeth Freeland at 4/20/2022 12:43:54 PM - [Returned for more information | Use "on agenda" date for prior legislation. Thanks!]

Submitter: Brian Gaddie at 4/20/2022 4:47:47 PM - [Submitted | "On Agenda" dates corrected. I believe we have covered just about everything.]

Department Director: Lisa Honn at 4/21/2022 9:47:48 AM - [Approved | Kristina is out of the office. Approving on her behalf at Gaddie's request. (lh)]

Finance (Purchasing): Barbara J. Casamento at 4/21/2022 10:01:09 AM - [Approved |]

Compliance: Jaime Guillen at 4/21/2022 10:31:59 AM - [Approved |]

Finance (Budget): Mark Lang at 4/21/2022 10:49:05 AM - [Approved |]

Executive: Sylvia Stevenson at 4/21/2022 11:29:31 AM - [Approved |]

Legal: Elizabeth Freeland at 4/22/2022 2:05:08 PM - [Approved |]

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# 121422002 000

Date: April 18, 2022

RES # 20937

eRLA ID #: 450

Org Code/Description Object Code/Description Not to Exceed

013 County Improvement Fund

1214 Fac Mgmt - New Detention Center 56080 Other Professional Services \$ 4,392,512

\$ 4,392,512

APPROVED
By Mark Lang at 2:57 pm, Apr 18, 2022

Budget Office

JCDC Partners, LLC

1220 Washington Street
Kansas City, Missouri 64105
816.512.1003

January 24, 2022

Mr. Brian Gaddie, P.E.
Director Public Works
Jackson County, Missouri

RE: Owner Representative Services – Scope-Fee Authorization / Legislative Request No. 3

Director Gaddie:

Since our original request for authorization of the remaining services has not been acted upon, we wish to request that the previous request be rescinded and replaced by this revised request.

Per our Master Agreement please find attached Component Service Agreements 4.3 and 5.0 for Legislative approval and execution.

The services included in these component agreements complete the necessary basic services as defined in the Master Services Agreement. The total fee for this Legislative request and approval is unchanged and as attached below.

Please let me know if you have any questions.

Sincerely;



JCDC Partners
Rick Davidson, AIA, Project Director

cc: Robert Glass, Dan Musser

Owner's Representation Services - Fee Summary

Jackson County Jail

Component Service Agreements - Stepped Work Orders

Component Service Agreement 1.0 - Validation of Need	\$	455,300	<i>Lump Sum</i>	
Reimbursable Expenses	\$	38,600		
Component Service Agreement 2.0 - Programming	\$	776,800	<i>Lump Sum</i>	Legislative Request 1 / Approved \$1,309,400
Reimbursable Expenses	\$	38,700		
Component Service Agreement 2.1- Benchmarking	\$	40,300	<i>Lump Sum</i>	
Reimbursable Expenses	\$	8,915		
Component Service Agreement 3.0 - Owner's Design Criteria Package	\$	2,308,000	<i>Lump Sum</i>	
Reimbursable Expenses	\$	48,200		
Component Service Agreement 4.1 - Site Selection Services	\$	379,258	<i>Lump Sum</i>	
Reimbursable Expenses	\$	12,000		
Component Service Agreement 4.2 - Design/Build Entity Procurement	\$	288,100	<i>Lump Sum</i>	Legislative Request 2 Approved \$3,106,773
Reimbursable Expenses	\$	22,000		
Component Service Agreement 4.3 - Design and Construction Services	\$	3,861,862	<i>Lump Sum</i>	
Reimbursable Expenses	\$	84,050		
Component Service Agreement 5.0 - Transition, Activation and FF&E Services	\$	428,750	<i>Lump Sum</i>	Legislative Request 3 \$4,392,512
Reimbursable Expenses	\$	17,850		
Total Master Agreement Fee Submitted and Approved	\$	8,808,685		

Owner's Representation Services - Fee Summary

Jackson County Jail

Component Service Agreements - Stepped Work Orders

Component Service Agreement 1.0 - Validation of Need	\$	455,300	<i>Lump Sum</i>
Reimbursable Expenses	\$	38,600	
<hr/>			
Component Service Agreement 2.0 - Programming	\$	776,800	<i>Lump Sum</i>
Reimbursable Expenses	\$	38,700	
<hr/>			
Component Service Agreement 2.1- Benchmarking	\$	40,300	<i>Lump Sum</i>
Reimbursable Expenses	\$	8,915	
<hr/>			
Component Service Agreement 3.0 - Owner's Design Criteria Package	\$	2,308,000	<i>Lump Sum</i>
Reimbursable Expenses	\$	48,200	
<hr/>			
Component Service Agreement 4.0 - Procurement and Construction Project Management Services	\$	4,529,220	<i>Fee based upon 2.5 % of cost of project managed by OR. Fee will be converted to Lump Sum upon completion of Component Service Agreement 2.0 - Programming</i>
Reimbursable Expenses	\$	118,050	
<hr/>			
Component Service Agreement 5.0 - Transition, Activation and FF&E Services	\$	428,750	<i>Lump Sum</i>
Reimbursable Expenses	\$	17,850	
<hr/>			
		\$ 8,808,685	

Scopes for each Component Service Agreement (work order) are appended to this letter.

We are prepared to begin work upon your notice-to-proceed and look forward to making assisting Jackson County in making this a highly successful project. Please let me know if you have any questions.

Sincerely;



JCDC Partners
Rick Davidson, AIA, Project Director

cc: Robert Glass, Dan Musser

COMPONENT SERVICES AGREEMENT – 4.3

FOR

DESIGN and CONSTRUCTION PHASE SERVICES

JACKSON COUNTY, MISSOURI

And

JCDC PARTNERS, LLC

Dated: January ____, 2022

OWNER'S REPRESENTATIVE – DESIGN and CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into as of the day of January, 2022, by and between County of Jackson, 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”).

STATEMENT OF COMPONENT SERVICES AGREEMENT

This Component Services Agreement and the provisions contained herein form the basis of understanding between the Owner and Owner’s Representative for scope, compensation, and schedule of performance, for the specific Owner’s Representative services detailed as follows.

The *Master Agreement for Owner’s Representative Services* sets forth the general basis of understanding, terms, and governance for this agreement. This Component Service Agreement is bound to, and becomes part of the *Master Agreement for Owner’s Representative Services* executed December 23, 2019.

In consideration of the mutual covenants and agreement herein contained and hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1. COUNTY RESPONSIBILITIES DURING DESIGN AND CONSTRUCTION PHASE

- 1.1. Jackson County Administration is responsible for:
 - 1.1.1. Coordination of all internal decision making.
 - 1.1.2. Acting as Liaison between County policy makers, administration and user agencies and stakeholders.
 - 1.1.3. Establishing, coordinating, hosting, and leading all:
 - 1.1.3.1. Steering Committee actions and meetings
 - 1.1.3.2. Legislative briefings
 - 1.1.4. Commit to a documentable decision matrix to guide decision making throughout design, construction, and project activation.
 - 1.1.5. Make decisions on behalf of the project in a timely manner to ensure the project schedule is achieved.

**ARTICLE 2. OWNER'S REPRESENTATIVE DESIGN and CONSTRUCTION
PHASE SERVICES - SCOPE**

Project Delivery Implementation to include:

1.1. Work Plan/Project Controls

1.1.1. Prepare overall plan for project including:

1.1.2. Information flow and overall communications plan.

1.1.3. Approval levels

1.1.4. Overall policies and procedures

1.1.5. Budget/Cash Flow

1.1.6. Schedule

1.2. Assist in coordination with other County Agencies and City of Kansas City for normal approvals

1.3. Prepare Procedures and Quality Plan

1.4. Compile Source Data

1.4.1. Review existing material with respect to site

1.4.2. Recommend additional data required

1.4.3. Assist the County with obtaining the following data

1.4.3.1. Boundary Survey

1.4.3.2. Topographic Survey

1.4.3.3. Geotechnical data

1.4.3.4. Environmental restrictions

1.4.3.5. Building codes

1.4.3.6. Storm water requirements

1.4.3.7. Easements

1.4.3.8. Permitting and approval processes and zoning restrictions

1.4.3.9. Plat to create two parcels

1.5. Public Relations

1.5.1. Assist county with project design and construction related communication and information campaigns/activities including production of supporting materials and presentations to be shared via project website. Project website is to be updated on a quarterly basis.

1.6. Project Master Budget and Schedule

1.6.1. Prepare overall project capital expenditure budget

1.6.1.1. Update project budget as appropriate and as budget adjustment are made.

1.6.1.2. Update TCO (Total Cost of Ownership model previously provided) model as required when significant incidents occur (capital budget or scope modification)

1.6.2. Prepare master project schedule incorporating contractual design and construction schedule provided by Design-Builder and supplementing with Owner activities.

1.6.2.1. Identify project milestones, critical paths and project tasks

1.6.2.2. Update project schedule at all major milestones and/or minimum monthly and provide report on variances.

1.7. Project Orientation (for DB Entity)

1.7.1. Develop agenda and conduct project orientation meeting

1.7.2. Integrate team into project development process

1.7.3. Arrange meetings with key county officials

1.7.4. Develop briefings for summary of planning documents (includes criteria document orientation if utilized)

1.8. Design and Compliance Review

1.8.1. Participate in all Owner/Architect design meetings

- 1.8.2. Monitor compliance with all key Owner design directives as provided and summarized by DB Entity.
- 1.8.3. 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 at each of the key submissions/phases of the project.
- 1.8.4. Assist in the Value Analysis/Engineering process as budget is confirmed/established and design is completed
- 1.8.5. Monitor completion of the Schematic Design, Design Development, and Construction Documents and recommend approval.
- 1.8.6. 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.

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

1.9.1. Information tracking, reporting and administration, including:

1.9.1.1. Cost

- 1.9.1.1.1. Assist County with reconciliation of their Project Accounting Reports
- 1.9.1.1.2. Cost monitoring for budget compliance
- 1.9.1.1.3. Continuous value engineering recommendations
- 1.9.1.1.4. Monitoring of bid packages and project contingencies

1.9.1.2. Schedule

- 1.9.1.2.1. Monitor and master schedule and provide monthly reports during construction as appropriate to the state of the project.
- 1.9.1.2.2. Monitor and control of design issues relating to schedule
- 1.9.1.2.3. Recommend long lead equipment procurement strategies

1.9.1.3. Cash flow

- 1.9.1.3.1. Track budgets, commitments, payments, retainage and anticipated cost.

1.10. Bid / Award Representation

1.10.1. Monitor DB bidders list and bid documents including supplier diversity plan.

1.10.2. Assist with activities to stimulate competition

1.10.3. Prepare evaluation and recommendations of bid packages for award

1.10.4. Assist with preparation of final contract(s) and amendments

1.10.5. Assist with contract negotiations and contract execution

1.11. Construction Representation

1.11.1. Provide on-site construction representative appropriate to stage of construction, not to exceed 1 FTE.

1.11.1.1. Monitor construction progress

1.11.1.2. Monitor and address quality of workmanship and materials

1.11.1.3. Coordinate information flow

1.11.1.4. Coordinate progress payments and review and comment on monthly payment applications

1.11.1.5. Assist with resolving conflicts

1.11.1.6. Review and recommend changes to the work

1.11.1.7. Monitor and manage owner provided special and technical inspections

1.11.1.8. Review, comment and annotate DB Entities punch list

1.12. Construction Information tracking, reporting and administration, including:

1.12.1. Cost

1.12.1.1. Monitor and track all construction related cost and provide monthly reports

1.12.1.2. Provide continuous value engineering recommendations

1.12.1.3. Monitor all bid packages and project contingencies and provide monthly reports. One monthly report is to be provided outlining progress of the work, schedule, budget, and risk assessment.

1.12.2. Schedule

- 1.12.2.1. Monitor and report variances to master schedule and provide monthly reports
- 1.12.2.2. Monitor and assist in resolving construction issues relating to schedule
- 1.12.2.3. Monitor delivery of long lead equipment
- 1.12.3. Cash flow
 - 1.12.3.1. Maintain and manage total project accounting system to track all present and expected expenditures
- 1.13. Special Professional Services Management
 - 1.13.1. Project Commissioning Plan
 - 1.13.1.1. Draft technical requirements for Commissioning Agent (CxA) RFQ/RFP and contract agreement
 - 1.13.1.2. Review CxA proposals and assist with interviews, selection and contract negotiations (CxA contract will be held by OR per Exhibit B)
 - 1.13.1.3. Coordinate activities of CxA with Owner and monitor CxA schedules, documentation and compliance with CxA scope of work
 - 1.13.2. Site Topographic and Surveys
 - 1.13.2.1. Draft technical requirements for Site Surveying RFQ/RFP and contract agreement.
 - 1.13.2.2. Review Site Surveying Proposals and assist with interviews, selection and contract negotiations (Site Surveyor contract will be held by OR per Exhibit B)
 - 1.13.2.3. Coordinate activities of Site Surveyor with Owner and monitor Site Surveyor schedules, documentation and compliance with scope of work
 - 1.13.3. Special Inspections
 - 1.13.3.1. Based upon required independent inspections designated by City of Kansas City, building codes and as based on the design/construction documents
 - 1.13.3.1.1. Review Special Inspector(s) Proposals
 - 1.13.3.1.2. Assist in selection of special inspection firm(s).

ARTICLE 3. COMPENSATION

3.1. Owner’s Representative Fee for Design and Construction Services. 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:

3.1.1. Design and Construction Services - Lump Sum

Three Million Eight Hundred Sixty-One Thousand and Eight Hundred Sixty-Two Dollars (\$3,861,862.00)

3.1.2. Reimbursable Expenses – Not-To-Exceed.

Eight-Four Thousand and Fifty Dollars (\$84,050.00)

3.2. Payment Schedule. Beginning on the 25th of the month following execution of this CSA, the Owner will compensate the Owner’s Representative monthly based upon the following schedule:

3.3.

MONTH	MONTHLY AMOUNT TO BE INVOICED	MONTH	MONTHLY AMOUNT TO BE INVOICED
1	\$ 113,584	21	\$ 98,000
2	\$ 113,584	22	\$ 98,000
3	\$ 113,584	23	\$ 98,000
4	\$ 113,584	24	\$ 98,000
5	\$ 113,584	25	\$ 98,000
6	\$ 113,584	26	\$ 98,000
7	\$ 113,584	27	\$ 98,000
8	\$ 113,584	28	\$ 98,000
9	\$ 98,000	29	\$ 98,000
10	\$ 98,000	30	\$ 113,584
11	\$ 98,000	31	\$ 113,584
12	\$ 98,000	32	\$ 113,584
13	\$ 98,000	33	\$ 113,584
14	\$ 98,000	34	\$ 113,584
15	\$ 98,000	35	\$ 113,584
16	\$ 98,000	36	\$ 113,587
17	\$ 98,000	37	\$ 100,099
18	\$ 98,000		\$ 3,861,862
19	\$ 98,000		
20	\$ 98,000		

ARTICLE 4. SCHEDULE OF PERFORMANCE

4.1. Schedule of Performance. The scope of services defined herein are scheduled to be completed and to not exceed 37 months from Notice-To-Proceed.

OWNER:

Jackson County, Missouri

By: _____

Title: _____

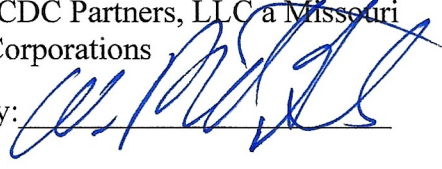
Attest: _____

Approved as to Form:

County Counselor

OWNER'S REPRESENTATIVE

JCDC Partners, LLC a Missouri
Corporations

By:  _____

Attest: W. Robert Glass, AIA

Title: Executive Vice President

COMPONENT SERVICES AGREEMENT – 5.0
FOR
TRANSITION ACTIVATION SERVICES

JACKSON COUNTY, MISSOURI

And

JCDC PARTNERS, LLC

Dated: January ____, 2022

OWNER'S REPRESENTATIVE – TRANSITION, ACTIVATION SERVICES

THIS AGREEMENT is made and entered into as of the day of January, 2022, by and between County of Jackson, 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”).

STATEMENT OF COMPONENT SERVICES AGREEMENT

This Component Services Agreement and the provisions contained herein form the basis of understanding between the Owner and Owner’s Representative for scope, compensation, and schedule of performance, for the specific Owner’s Representative services detailed as follows.

The *Master Agreement for Owner’s Representative Services* sets forth the general basis of understanding, terms, and governance for this agreement. This Component Service Agreement is bound to, and becomes part of the *Master Agreement for Owner’s Representative Services* executed December 23, 2019.

In consideration of the mutual covenants and agreement herein contained and hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1. TRANSITION, ACTIVATION and FF&E SERVICES - SCOPE

Project Delivery Implementation to include:

1.1. Transition – Operations Activation Services

- 1.1.1. 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.
- 1.1.2. 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.
- 1.1.3. Assist Owner with identifying needs for furniture, fixtures, equipment and technology needed for new jail. Provide assistance in coordinating with DB Entity (who will be providing design, documentation and procurement of all FF&E and technology required by the County.

- 1.1.4. Assist the County in planning logistics of the move to the new facility. The move to a new facility can be complicated and requires a well-developed plan.
- 1.1.5. Consult with Jackson County with regard to operational guide documents. These documents should include:
 - 1.1.5.1. Policies and Procedures
 - 1.1.5.2. Post Orders
 - 1.1.5.3. Inmate Handbook
 - 1.1.5.4. Public/visitor flow patterns through the facility
 - 1.1.5.5. Master schedule of facility operations
 - 1.1.5.6. Daily schedule of activities
- 1.1.6. Assistance with Disposition of Existing Jail
 - 1.1.6.1. Provide general consultation with regard to potential scenarios for disposition of existing jails.
 - 1.1.6.2. Assist with development of disposition alternatives and provide general pro/con analysis relative to sustainability, time and cost-benefits to Jackson County.
- 1.1.7. Furniture, Fixtures & Equipment
 - 1.1.7.1. Provide coordination with DB Entity for the procurement technical documents required for the provisioning of all project furniture, fixtures, miscellaneous equipment and information technology to be provided as part of the Design/Build contract(s).
 - 1.1.7.2. These issues shall include:
 - 1.1.7.2.1. Coordination and documentation of list of existing FF &E and IT items that can be reused
 - 1.1.7.2.2. Coordination and documentation of list of new FF &E and IT items needed for the project beyond what is furnished by the D/B.
 - 1.1.7.2.3. Coordination, planning and assistance with move management efforts
 - 1.1.7.2.4. Coordination of installation of new and reused FF&E and IT items that may not be provided by the DB Entity.

1.1.7.2.5. Dissemination of all data and documentation of new and used FF&E and IT items to County

1.2. Provide General Owner Representative project management for *Transition, Activation and FF&E Services*

1.2.1. Work Plan/Project Controls

1.2.1.1. Prepare overall plan for Programming scope, including:

1.2.1.1.1. Information flow and overall communications plan.

1.2.1.1.2. Approval levels

1.2.1.1.3. Overall policies and procedures

1.2.1.1.4. Budget/Cash Flow

1.2.1.1.5. Schedule

1.2.2. Assistance with coordination with other County Agencies

1.2.3. Assistance with coordination, documentation and scheduling of all meetings necessary to accomplish scope.

1.2.4. Provide on-going communication and reporting.

1.2.5. Prepare Quality Plan for Programming scope.

1.2.6. Public Relations

1.2.6.1. Assist county with communication and information campaigns/activities including production of supporting materials and presentations.

ARTICLE 2. COMPENSATION

2.1. Owner’s Representative Fee for Transition, Activation and FF&E Services .
 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:

2.1.1. Transition, Activation and FF&E Services - Lump Sum

Four Hundred Twenty-Eight Thousand Seven Hundred and Fifty Dollars
 (\$428,750.00)

2.1.2. Reimbursable Expenses – Not-To-Exceed.

Seventeen Thousand Eight Hundred and Fifty Dollars (\$17,850.00)

2.2. Payment Schedule. The Owner will compensate the Owner’s Representative based upon the following:

MONTH	MONTHLY AMOUNT TO BE INVOICED
1	\$ 40,000
2	\$ 40,000
3	\$ 40,000
4	\$ 28,068
5	\$ 28,068
6	\$ 28,068
7	\$ 28,068
8	\$ 28,068
9	\$ 28,068
10	\$ 28,068
11	\$ 28,068
12	\$ 28,068
13	\$ 28,068
14	\$ 28,070
	\$ 428,750

ARTICLE 3. SCHEDULE OF PERFORMANCE

3.1. Schedule of Performance. Beginning 8 months (29th month of construction) prior to scheduled substantial begin services defined herein. These services will conclude 6 months following substantial completion or the 43 month from beginning of construction, whichever comes first.

OWNER:

Jackson County, Missouri

By: _____

Title: _____

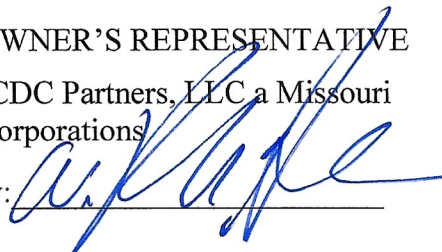
Attest: _____

Approved as to Form:

County Counselor

OWNER'S REPRESENTATIVE

JCDC Partners, LLC a Missouri
Corporations

By:  _____

Attest: W. Robert Glass, AIA

Title: Executive Vice President