

COMPONENT SERVICES AGREEMENT - 2.1

FOR

BENCHMARKING SERVICES

JACKSON COUNTY, MISSOURI

And

JCDC PARTNERS, LLC

FILED
SEP 02 2020
MARY JO SPINO
COUNTY CLERK

Dated: ~~August~~ ^{September} 2, 2020

OWNER'S REPRESENTATIVE – BENCHMARKING SERVICES

THIS AGREEMENT is made and entered into as of the ___ day of August, 2020 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. BENCHMARKING - SCOPE

1.1. Benchmark programmed facility with like high-performing facilities, with regard to proposed operations, configuration, procedures and staffing.

1.1.1. Arrange presentations and tours as appropriate with operators and facilities and provide checklist of pertinent issues

1.1.2. Attend presentations and tour(s) with Owner

1.1.3. Prepare summary benchmark report

ARTICLE 2. COMPENSATION

2.1. Owner’s Representative Fee for Benchmarking 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. Benchmarking - Lump Sum

Forty Thousand Three Hundred Dollars (\$40,300.00)

2.1.2. Reimbursable Expenses - Not-To-Exceed.

Eight Thousand Nine Hundred and Fifteen Dollars (\$8,915.00)

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

YEAR MONTH	MONTHLY AMOUNT TO BE INVOICED
2020	
SEPTEMBER	\$ -
OCTOBER	\$ -
NOVEMBER	\$ -
DECEMBER	\$ 40,300
	\$ 40,300

ARTICLE 3. SCHEDULE OF PERFORMANCE

3.1. Schedule of Performance. Beginning no later than November 9, 2020, the scope of services defined herein are scheduled to be completed by January 30, of 2021.

OWNER:

Jackson County, Missouri

By: [Signature]

Title: Director of Finance

Attest: [Signature]

Approved as to Form: [Signature]
County Counselor

OWNER'S REPRESENTATIVE

JCDC Partners, LLC a Missouri Corporation

By: [Signature]

Attest: W. Robert Glass, AIA

Title: Executive Vice President

COMPONENT SERVICES AGREEMENT – 3.0
FOR
OWNER’S DESIGN CRITERIA PACKAGE SERVICES

JACKSON COUNTY, MISSOURI

And

JCDC PARTNERS, LLC

Dated: September 2, 2020

1.6. Provide General Owner Representative project management for *Owner's Design Criteria Package*- scope

1.6.1. Work Plan/Project Controls

1.6.1.1. Prepare overall plan for Owner's Design Criteria scope, including:

1.6.1.1.1. Information flow and overall communications plan.

1.6.1.1.2. Approval levels

1.6.1.1.3. Overall policies and procedures

1.6.1.1.4. Budget/Cash Flow

1.6.1.1.5. Schedule

1.7. Coordination with other County Agencies

1.8. Coordination, documentation, and scheduling of all meetings necessary to accomplish scope.

1.9. Provide on-going communication and reporting.

1.10. Prepare Quality Plan for Programming scope.

1.11. Public Relations

1.11.1. 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 Owner's Design Criteria Package. 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. Owner's Design Criteria Package - Lump Sum

Two Million Three Hundred Eight Thousand and No Dollars (\$2,308,000.00)

2.1.2. Reimbursable Expenses – Not-To-Exceed.

Forty-Eight Thousand Two Hundred and No Dollars (\$48,200.00)

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

YEAR	MONTH	MONTHLY AMOUNT TO BE INVOICED	
2020			
	SEPTEMBER	\$	302,786
	OCTOBER	\$	302,786
	NOVEMBER	\$	302,786
	DECEMBER	\$	302,786
2021			
	JANUARY	\$	302,786
	FEBRUARY	\$	302,785
	MARCH	\$	302,785
	APRIL	\$	188,500
		\$	2,308,000

ARTICLE 3. SCHEDULE OF PERFORMANCE

3.1. Schedule of Performance. Beginning no later than September 1, 2020, the scope of services defined herein are scheduled to be completed by April 30, of 2021.

OWNER:

Jackson County, Missouri

By: [Signature]

Title: Director of Finance

Attest: [Signature]

Approved as to Form:
[Signature]
County Counselor

OWNER'S REPRESENTATIVE

JCDC Partners, LLC a Missouri
Corporations

By: [Signature]

Attest: W. Robert Glass, AIA

Title: Executive Vice President

COMPONENT SERVICES AGREEMENT – 4.1
FOR
SITE SELECTION SERVICES

JACKSON COUNTY, MISSOURI

And

JCDC PARTNERS, LLC

Dated: September 2, 2020

OWNER'S REPRESENTATIVE – SITE SELECTION SERVICES

THIS AGREEMENT is made and entered into as of the ___ day of August, 2020, 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”).

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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. SITE SELECTION - SCOPE

1.1. Prepare reports on proposed Site(s) suitability including:

- 1.1.1. Location and geographic information
- 1.1.2. Project adaptability issues
- 1.1.3. Economic issues
- 1.1.4. Constructability issues

ARTICLE 2. COMPENSATION

2.1. Owner’s Representative Fee for Site Selection 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:

1.1.1. Site Selection Services - Lump Sum

Three Hundred Seventy-Nine Thousand and Two Hundred Fifty-Eight Dollars
(\$379,258.00)

1.1.2. Reimbursable Expenses – Not-To-Exceed.

Twelve Thousand and No Dollars (\$12,000.00)

1.2. Payment Schedule. The Owner will compensate the Owner's Representative based upon the following:

<u>YEAR MONTH</u>	<u>MONTLY AMOUNT TO BE INVOICED</u>
2020	
SEPTEMBER	\$ 35,000
OCTOBER	\$ 68,852
NOVEMBER	\$ 68,852
DECEMBER	\$ 68,852
2021	
JANUARY	\$ 68,852
FEBRUARY	\$ 68,850
	\$ 379,258

ARTICLE 2. SCHEDULE OF PERFORMANCE

2.1. Schedule of Performance. Beginning no later than September 1, 2020, the scope of services defined herein are scheduled to be completed by March 1, of 2021.

OWNER:

Jackson County, Missouri

By: [Signature]

Title: Director of Finance

Attest: [Signature]

Approved as to Form:

[Signature]
County Counselor

OWNER'S REPRESENTATIVE

JCDC Partners, LLC a Missouri Corporation

By: [Signature]

Attest: W. Robert Glass, AIA

Title: Executive Vice President

COMPONENT SERVICES AGREEMENT – 4.2
FOR
DESIGN/BUILD ENTITY PROCUREMENT SERVICES

JACKSON COUNTY, MISSOURI

And

JCDC PARTNERS, LLC

Dated: September 2, 2020

OWNER'S REPRESENTATIVE – DESIGN/BUILD ENTITY PROCUREMENT SERVICES

THIS AGREEMENT is made and entered into as of the ___ day of August, 2020, 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

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

ARTICLE 1. DESIGN/BUILD ENTITY PROCUREMENT - SCOPE

Project Delivery Implementation to include:

- 1.1. Project Procurement Planning
 - 1.1.1. Assist with decisions regarding project procurement, including determination of detailed project scope/schedule/budgets and project design and construction delivery method.
 - 1.1.2. 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.
 - 1.1.3. Identify and present project delivery methods with applicable pros and cons relative to schedule and total-cost-of-ownership.
 - 1.1.4. Identify and present delivery methods legislatively permissible for use by county
- 1.2. Prepare implementation plan for selected project delivery method

- 1.2.1. Assist with preparation of RFQ and RFP solicitation requirements and materials.
- 1.2.2. Prepare draft agreements for design and construction procurement
- 1.3. Assist with design and construction selection.
 - 1.3.1. Generate schedule of selection milestones and critical dates
 - 1.3.2. Assist with pre-proposal meetings
 - 1.3.3. Assist with managing questions and addenda process
 - 1.3.4. Assist with analysis of proposals
 - 1.3.5. Assist in development of selection format
- 1.4. Contract Negotiations
 - 1.4.1. Prepare analysis of fee(s) and contract exceptions/inclusions
 - 1.4.2. Coordinate negotiation meeting(s)
 - 1.4.3. Assist in final negotiations

ARTICLE 2. COMPENSATION

2.1. Owner's Representative Fee for Design/Build Entity Procurement. 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. Design/Build Entity Procurement Services - Lump Sum

Two Hundred Eighty-Eight Thousand and One Hundred Dollars (\$288,100.00)

2.1.2. Reimbursable Expenses – Not-To-Exceed.

Twenty-Two Thousand and No Dollars (\$22,000.00)

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

YEAR MONTH	MONTLY AMOUNT TO BE INVOICED
2020	
NOVEMBER	\$ 48,016
DECEMBER	\$ 48,016
2021	
JANUARY	\$ 48,017
FEBRUARY	\$ 48,017
MARCH	\$ 48,017
APRIL	\$ 48,017
	\$ 288,100

ARTICLE 3. SCHEDULE OF PERFORMANCE

3.1. Schedule of Performance. Beginning no later than October 23, 2020, the scope of services defined herein are scheduled to be completed by April 30, of 2021.

OWNER:

Jackson County, Missouri

By: [Signature]

Title: Director of Finance

Attest: [Signature]

Approved as to Form:
[Signature]
County Counselor

OWNER'S REPRESENTATIVE

JCDC Partners, LLC a Missouri Corporation

By: [Signature]

Attest: W. Robert Glass, AIA


Title: Executive Vice President

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract 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 \$3,106,773.00 which is hereby authorized.

Date

9-21-2020



Director of Finance and Purchasing
Account No. 013-5113-56790

PC 51132020004