

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT made and entered into this 29th day of December, 2020 by and between the County of Jackson, Missouri hereinafter referred to as “County” and SFS Architecture hereinafter referred to as “Consultant”.

WITNESSETH:

WHEREAS, County requires consulting services in connection with the following engagement: Architectural and Engineering Design Services for Renovations at the Jackson County, Missouri, Courthouse, otherwise known as the Jury Room Relocation Project and,

WHEREAS, the County desires to enter into an Agreement with the Consultant to perform consulting services as aforementioned; and,

WHEREAS, the Consultant represents that the firm is equipped, competent, and able to undertake such an assignment;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

ARTICLE I – SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT:

The Consultant, upon receipt of written notice from the County that this Agreement has been approved, will furnish the necessary services as set out in Attachments A, B, and C. The Scope of Services for the project are to be defined as the combined efforts submitted by the Consultant during the RFP/Q process, the advertised RFP/Q and any additional agreed upon project activities or tasks as a result of any project negotiation.

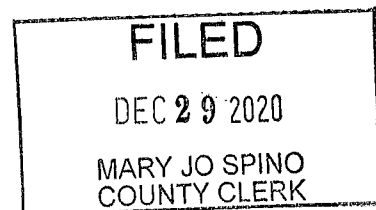
ARTICLE II - ADDITIONAL SERVICES:

The County reserves the right to request additional work, based on changed or unforeseen conditions which require changes and work beyond the scope of this Agreement. In this event, an Addendum to this Agreement shall be executed prior to performing the additional changed work or incurring any additional cost, therefore. Any change in compensation will be covered in the Addendum.

ARTICLE III – PROJECT ASSUMPTIONS:

The County and the Consultant acknowledge that the scope of work described in ARTICLE I above was developed based on the following assumptions:

1. The County will acquire all necessary access for the Consultant Team to perform inspections, audits and other services associated with the Project.



2. All submittal fees associated with the Project, including but not limited to, government review fees, will be paid for by the County or by the Consultant as a reimbursable expense to the Project.
3. All subconsultant fees will be paid to the Consultant in accordance with proposed project scope of services and specifications.
4. Any optional or other additional services on allowance and not part of the contracted basic services will require signatory authorization from the Director of Public Works prior to commencing upon such work.

Services other than those stipulated in the scope of services listed in Article I or in conflict with the assumptions listed above shall constitute additional services not covered under this Agreement. The County shall retain the right to request additional services, based on changed or unforeseen conditions. In that event, an Addendum to this Agreement shall be executed prior to performing the additional change in work or incurring any additional cost thereof. Any change in compensation will be covered in the Addendum.

ARTICLE IV - SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY:

The County agrees to furnish information and have work done without cost to the Consultant as follows:

1. The County shall make available to the Consultant any existing records, maps, plans, and other data possessed by County when such are necessary, advisable or helpful to the Consultant in the completion of its work under this Agreement. Should requested items not be available, the Consultant must still complete the required Scope of Services as agreed upon.
2. The County shall designate a representative who will serve as its primary point of contact and who will be authorized to act for and on behalf of the County throughout completion of the services covered by this Agreement.
3. The County shall examine all studies and drafts developed by the Consultant, obtain reviews by other agencies involved and render decisions thereon in a prompt manner so as not to delay the Consultant.
4. Consultant shall be entitled to rely upon the accuracy and completeness of any and all information provided by the County.

ARTICLE V - PERIOD OF SERVICE:

The Consultant will commence work within two (2) weeks after receiving a formal Notice-to-Proceed from the County. The general phases of work will be completed in accordance with the schedule submitted by the Consultant.

The County will grant time extensions for unavoidable delays beyond the control of the Consultant. The Consultant, stating fully the reasons for the request, should make requests for extensions of time in writing.

ARTICLE VI - PROGRESS SCHEDULE:

The Consultant acknowledges the importance of maintaining a project schedule that is suitable to the County. As such, the Consultant will endeavor to comply with the proposed schedule as agreed upon with the County. However, the County recognizes that the Consultant's performance must be governed by sound professional practices. Each month the Consultant shall submit a Progress Report to the County. The Progress Report will be in the form of a Gantt Chart or Critical Path Method (CPM) Schedule and written summary. It shall include scheduled periods for each of the elements into which the Consultant's work is divided. Each work element shall be assigned a percentage of the total work upon which progress can be computed for interim payments. The total percentage completed shall be shown. The schedule periods shall also include a time allowance for review and approvals by the County. Accompanying this Progress Report will be a written summary of the work completed and illustrated by the schedule.

ARTICLE VII - COVENANT AGAINST CONTINGENT FEES:

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement the price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee plus reasonable attorney's fees.

ARTICLE VIII - SUBLETTING ASSIGNMENT:

No portion of the Work covered by this Agreement, except as provided herein, shall be sublet or transferred without the written consent of the County. The subletting of the Work shall in no way relieve the Consultant of its primary responsibility for the quality and performance of the Work.

ARTICLE IX - PROFESSIONAL ENDORSEMENT:

Any plans, specifications, and other documents requiring Professional Endorsement shall reflect the name and seal of the Professional Consultant who prepared such plans, specifications and/or documents.

ARTICLE X - STANDARD OF CARE

Consultant shall perform the services in accordance with the standards of care and diligence normally practiced by professional service consulting firms performing services of a similar nature, in the same locality, at the same site and under the same or similar circumstances and conditions. The Consultant makes no other representation or warranties, whether expressed or implied, with respect to the services rendered hereunder. If, during the one year period following the earlier of completion or termination of the Consultant's Services, it is shown there is an error in the services caused solely by the Consultant's failure to meet such standards, and County has promptly notified the Consultant of any such error within that period, Consultant shall perform, at Consultant's cost, such corrective services as may be necessary to remedy such error.

ARTICLE XI - MISCELLANEOUS PROVISIONS:

The following miscellaneous provisions are agreed to by both parties to this Agreement.

1. Inspection of Documents.

The Consultant shall maintain all applicable records including but not limited to, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this Agreement and to the project covered by this Agreement, for a period of not less than three (3) years following final payment. An authorized representative of the County shall have access to the records for inspection, during regular working hours at the Consultant's place of business. County shall have the right to audit and inspect Consultant's records and accounts covering costs hereunder at all reasonable times during the performance of the Services and for a period of three (3) years after the acceptance thereof. Consultant shall not be required to keep records of or provide access to those of its costs expressed as fixed rates, a lump sum, or of costs which are expressed in terms of percentages of other costs.

2. Conferences, Visits to Site, Inspection of Work.

A representative of the County shall have the privilege of inspecting and reviewing the work being done by the Consultant any time. Conferences are to be held at the request of the County or the Consultant.

3. Accuracy of Work. The Consultant shall, as is consistent with the generally accepted standard of professional skill and care, be responsible for the accuracy of its services and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant without additional compensation. Acceptance of the work by the County will not relieve the Consultant of the responsibility for

subsequent correction of any such errors and the clarification of any ambiguities during construction. The Consultant shall give reasonably prompt attention to these revisions or corrections so there will be a minimum of delay to the project or to the contractor.

4. Relationship with Others. The Consultant shall cooperate fully with ongoing initiatives related to or in coordination with project scoped items. This could include design, construction or maintenance related programs within the project parameters being performed by County or external forces.
5. Ownership of Documents. Plans, electronic data, and maps and specifications prepared under this Agreement shall, provided the Consultant has been fully paid for services rendered, be delivered to and become the property of the County upon termination or completion of work, for use solely in connection with the Project for which they were generated. Basic survey notes, design computations and other data prepared under this Agreement shall be made available to the County upon request. The County recognizes that data, plans, specifications, reports, document or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided to the County are for informational purposes only and are not intended as an end-product. The Consultant makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. If the County incorporates any portion of the work into a project other than that for which it was performed, such use shall be at the County's sole risk and without liability to the Consultant and the County shall defend, indemnify and save the Consultant harmless from any claims and liabilities resulting from such use.
6. Termination. Consultant or the County may terminate this Agreement by giving written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Consultant may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, flier, lists, and all other County materials must be delivered and returned by the Consultant to the County within 15 calendar days of the demand of the County.

If the Agreement is terminated due to the Consultant's service being unsatisfactory in the judgment of the County, or if the Consultant fails to prosecute the work with due diligence, the County may procure completion of the work in such manner as it deems to be in the best interest of the County.

7. Successors and Assigns. The County and the Consultant each bind themselves, their successors, executors, administrators, and assigns to the other party to this Agreement, and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.
8. Compliance with Laws. The Consultant shall, as is consistent with generally accepted standard of professional skill and care, keep itself informed of applicable existing and

current regulations of the County, State, and Federal laws which may limit or control the actions or operations of those engaged upon the work, or affecting the materials supplied to or by them. It shall, as is consistent with generally accepted standard of professional skill and care, observe and comply with applicable ordinances, laws, and regulations. It is understood, however, that various codes and regulations are subject to varying and sometimes contradictory interpretation. Consultant shall exercise its professional skill and care consistent with the generally accepted standard of care to provide a design that complies with such regulations and codes.

The Consultant's attention is particularly directed to Chapter 6, Jackson County Code, 1984.

9. Nondiscrimination. The Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-consultants. The Consultant will comply with Title VII of the Civil Rights Act of 1964, as amended. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under subcontract, including procurement of materials or equipment, each potential sub-consultant or supplier shall be notified of the Consultant's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of color, race or national origin.
10. Independent Consultant. The Consultant shall work as an independent consultant and not as an employee of the County. The Consultant shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. The Consultant shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.
11. Severability. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provision of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless as expressed herein.
12. Incorporation. This Agreement, with the identified attachments and along with the Consultant's proposal and fee breakdown, and the County's RFP/Q 54-20 document in its entirety incorporate the complete understanding and agreement of the parties. In the event of a conflict among the terms of any of these documents, the term of the document listed first in the following order shall prevail: a.) This Agreement; b.) Consultant's Proposal; and c.) the County's RFQ 54-20.
13. Decisions under this Agreement. The County will determine the acceptability of work performed under this Agreement and will decide all questions which may arise concerning the project. The County's decision shall be final and conclusive.

14. Safety Requirements. Consultant shall make reasonable effort to perform the Services in a manner complying with applicable safety legislation and with applicable environmental laws, rules, and regulation in force at the time of development of designs. Consultant shall also be responsible solely for the safety of its own employees at all times during the performance of any Request for Services. Nothing herein shall be construed as establishing any responsibility or obligation on the part of the Consultant for jobsite issues, programs, or precautions of anyone but its own employees for whom it is legally responsible.
15. Purchase Orders. In the event the County uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only and any typed provision in conflict with the terms of this Agreement and all-preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
16. Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of the Consultant and Consultant's officers, directors, employees, agents and consultants to the County and anyone claiming by, through or under the County, for any and all injuries, claims losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by the Consultant under this Agreement.
17. Waiver of Consequential Damages. Neither the County nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.
18. Dispute Resolution. Prior to the initiation of any legal proceedings, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive the completion or termination of this Agreement, but under no circumstances shall either party call for mediation on any claim or dispute arising out of this agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

19. Certifications. Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant having to certify, guarantee, or warrant the existence of conditions that the Consultant cannot ascertain.

ARTICLE XII - INSURANCE AND INDEMNIFICATION:

Consultant shall procure and maintain in effect throughout duration of the contract insurance coverages not less than the types and amounts specified in this section.

All subconsultants of the Consultant are required to carry the same coverages and limits as the Consultant. All liability policies required, except Professional Liability as indicated below, are to be written on an “occurrence” basis unless a different agreement, in writing, is made with the County.

1. PROFESSIONAL LIABILITY

The Consultant shall secure Professional Liability insurance coverage with limits of \$2,000,000 each claim/\$2,000,000 aggregate. The County understands that it cannot be a named insured on this coverage and that it is available only in a “claims made” form.

2. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance: with limits of not less than \$2,000,000 per occurrence and \$4,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a “per project” basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insured and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person).

3. COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on “an auto” basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operations of motor vehicles in connection with this contract.

4. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

Consultant shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

- Workers Compensations Statutory
- Employers Liability \$500,000 each accident
- \$500,000 Disease-each employee
- \$500,000 Disease-Policy limit

5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

A Certificate of Insurance shall be filed with the County’s Director of Finance and Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements (a sample of an acceptable Certificate is attached) have been satisfied. The Certificate shall contain a provision that the policies may not be cancelled by the insurance carrier without 30 days written notice of cancellation, 10 days for non-payment of premium, to Jackson County. In the case of multi-year, renewable, or extended term on the contract; Consultant must supply the Director with current Certificate(s) (on any coverage’s mentioned above) thirty (30) days prior to the expiration date of coverage(s). The Director of Purchasing may request copies of the Consultant’s insurance policies for verification of coverages.

6. QUALIFICATIONS INSURANCE CARRIERS

All insurance coverage must be written by companies that have an A. M. Best’s rating of “B+V” or better or Lloyd’s of London and are licensed and approved by the State of Missouri to do business in Missouri.

7. FAILURE TO MAINTAIN INSURANCE COVERAGE

Regardless of any approval by Jackson County, it is the responsibility of the Consultant to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Consultant’s failure to maintain the required insurance in effect, the County may order Consultant to stop work immediately and, upon 10 days notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

8. INDEMNIFICATION

The Consultant agrees to indemnify and save harmless the County, against damages to property, structures and utilities together with damages arising out of personal injury, including accidental death, to the extent caused by Consultant's negligent acts or the negligent acts of the Consultant's sub-consultants or employees for whom the Consultant is legally responsible, in the performance of work under this Agreement. In no event, shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

ARTICLE XIII - PAYMENTS TO THE CONSULTANT:

For services performed by Consultant under this Agreement and as full compensation therefore, and for all expenditures made and all expenses incurred by Consultant in connection with this Agreement, except as otherwise expressly provided herein, subject to conformance with all provisions of this Agreement, County will pay Consultant as follows:

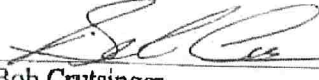
1. County will pay a Not-To-Exceed fee of **\$162,000.00** as compensation for Consultant's services and expenses as set forth by documentation within this Agreement.
2. Payment for services outlined within this contract will be processed and issued to the Consultant based upon the agreed Schedule of Payment defined within Attachment C. The Consultant will present an invoice to the County and said invoice shall be approved by The Director of Public Works who will recommend payment to the Consultant. Invoices are to be submitted on a monthly basis.

ARTICLE XIV – ENCLOSURES & ATTACHMENTS


Attachment A – Excerpt from Consultant's Proposal and RFQ Response
Attachment B – Fee Proposal dated 11.24.2020, Revised 12.18.20
Attachment C – Schedule of Payments

IN WITNESS WHEREOF, Jackson County, Missouri and the Consultant have caused these presents to be executed in their behalf by their duly authorized agents.

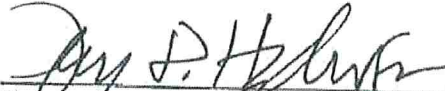
Approved by:


Bob Crutsinger
Director of Finance and Purchasing

Recommended by:


Brian D. Gaddie, P.E.
Director of Public Works

Approved to form this 29th day of December, 2020


County Counselor

Attest:


Clerk of the Legislature *JAR*


Consultant

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 \$162,000.00 which is hereby authorized.

Date 12-29-2020 
Director of Finance and Purchasing

013-1204-56030

PC #12042020004

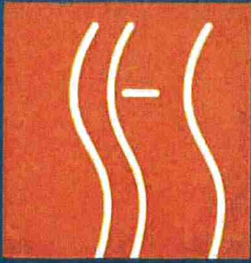
Agreement for Consulting Services

**Architectural and Engineering Design Services for
Renovations at the Jackson County, Missouri
Courthouse, otherwise known as the Jury Room Relocation
Project**

Attachment A

Excerpt from

Consultant's Proposal and RFQ Response



Jackson County, Missouri // Request for Qualifications - No. 54-20

JACKSON COUNTY COURTHOUSE JURY ROOM RENOVATION

Statement of Qualifications for A/E Services // ORIGINAL // November 3, 2020



November 3, 2020

Office of Jackson County Purchasing Department
Room G-1, Ground Floor
Jackson County Courthouse
415 East 12th Street
Kansas City, Missouri 64106

sfsarchitecture
drivenbyconnections



RE: Statement for Qualifications - RFQ No. 54-20
A/E/ Services for Jury Room Renovations

Dear Selection Committee Members:

SFS Architecture is pleased to submit our qualifications to design renovations to the first floor/south wing of the Jackson County Courthouse to accommodate new jury room space for the 16th Circuit Court. As you review our qualifications, please keep in mind the following key strengths of our team:

+ **Experienced Local Leadership.** SFS is a leading Kansas City architectural design firm with extensive experience in all areas relevant to this effort, including programming, planning and design of large, complex renovation projects; preservation and modernization of historic PWA/WPA era courthouses; and the specialized design of courthouses, courtrooms and court support spaces, including jury assembly areas.

We are familiar with the stringent design standards of courtroom and court support spaces, including: separate circulation patterns for public, prisoner and judiciary members; acoustic and lighting levels; ceiling height; millwork and furnishings; seating; noise sensitivity; pressurized raised floors; specialized finishes and security features; among others.

+ **Capable, Multidisciplined Team.** The SFS team is further strengthened by local MBE/WBE/VBE engineers and consultants specializing in areas such as mechanical, electrical and plumbing engineering; telecommunications; security; fire protection engineering and codes/life safety; audiovisual and acoustical design; and construction cost estimating. We will leverage the expertise of these professionals throughout the project. Their participation will enable us to address all aspects of this project, while providing meaningful roles for their firms.

+ **Understanding + Insights.** As outlined in more detail on the following page, we understand the unique requirements that must be considered when designing jury assembly rooms and associated support spaces. If awarded the contract for the Courthouse Assessment, we believe there are synergies between the proposed project and the assessment effort benefiting the Courts and County that could be realized by our team.

+ **Collaboration + Communication.** SFS utilizes a collaborative, interactive and participatory process aimed at building consensus among project stakeholders. Key to our process is listening to project stakeholders, translating what we hear into options for review and then guiding you in the development of a final option that best meets your space needs. Consensus building will be critical to the success of this project.

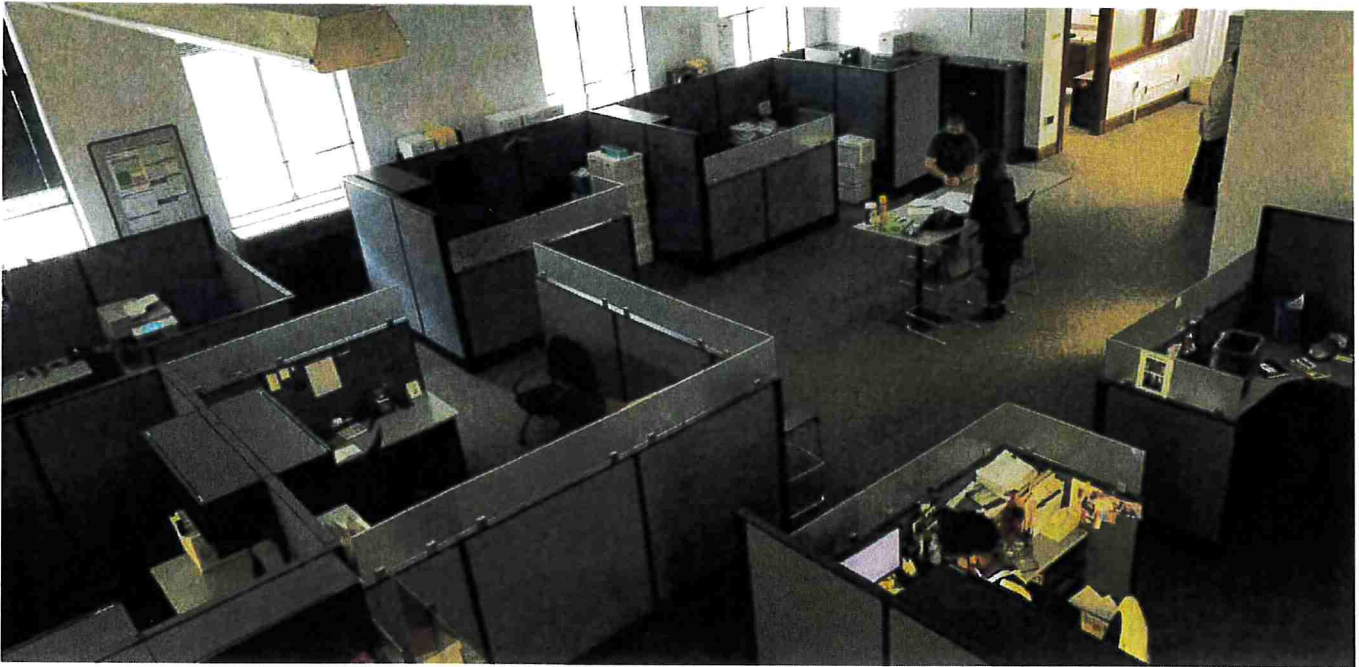
+ **Budget Control.** We recognize as stewards of the public's tax dollars you have an obligation to spend wisely. We will scrutinize each budget item to ensure the County is receiving the highest value with the best opportunities to save energy, reduce maintenance requirements and improve the quality of the courthouse environment – all within budget parameters. We will work collaboratively with you to prioritize strategies and explore options to maximize the value of the work.

Thank you for your consideration. We look forward to the opportunity to share our approach to collaborating with you on this important initiative.

Sincerely,

Marsha K. Hoffman, AIA, LEED AP BD+C
Principal
816-541-2299
mhoffman@sfsarch.com

Dana Gould, AIA, LEED AP
Associate
816-541-2646
dgould@sfsarch.com



Project Understanding

SFS Architecture has a keen understanding of Jackson County's goals for the renovation of the first floor/south wing for jury assembly and jury support spaces following a thorough review of the County's RFQ and experience working with other clients on similar renovation projects. Our experience with similar projects provides our team with the insights and expertise to anticipate and pro-actively address key goals, opportunities and challenges, such as the following:

- **Create a vibrant environment with modern amenities** that facilitates jury room needs while being sensitive to the historic typology of the building.
- **Design that responds to the Jackson County's vision** for the highly utilized public space for the Courts and projects an appropriate image for the County.
- **Optimize available space** to accommodate new juror selection and potential jury trial space.
- When not in use for the Courts, the County's desire to utilize this area as a **multipurpose space** for large scale townhalls and legislative meetings, exhibitions, press conferences, formal speaking addresses and other engagements.
- **Provide enhanced technology and adequate infrastructure** to accommodate Courts, County and public technology needs.
- **Address acoustical concerns** to accommodate A/V requirements for juror orientation, jury trials and multi-use assembly needs.
- Upgrade and/or replace **HVAC, plumbing and electrical** systems as required.
- Upgrade to more efficient **lighting**.
- A **sequenced approach to construction** to maintain Courthouse and other operations during construction.
- **Collaborate with Building Committee and Stakeholders** to meet the needs of 16th Circuit Court and the County

The existing department located in the first floor/south wing of the first floor will be relocated to the 3rd floor as a part of this project. Conceptual planning provided as a part of the RFQ will be used as a basis by which to advance to final design. Further considerations and design alternatives will be developed with the stakeholders to develop the final best design.

Key Design Considerations

The design of the Juror Assembly Room renovation is influenced by many complex programmatic requirements, some of which are highlighted below. Members of the SFS Team understand these complexities and have successfully worked within numerous courthouses to create functionally-driven environments that respond to these unique requirements and best support the County's mission to serve.

- Juror Assembly Room should be easily accessed by jurors and close to the Courthouse entry. Directional signage should be provided as needed.
- Juror check-in is best located close to the entry to the Jury Assembly Room. Check-in can be located directly outside or within the room, but should be located directly adjacent to staff offices. Glass can be provided between the clerks and jurors for safety of staff.
- Juror Assembly Room may consist of an orientation area with lecture seating arrangement and an area with tables and chairs.
- Toilets should be provided directly adjacent to the Jury Assembly Room.
- Circulation for public, staff and judges should be considered for safety.
- Since jurors may be waiting for a long period of time, the room should provide adequate heating, cooling and ventilation for juror comfort, as well as lighting, power and WiFi to accommodate passive activities such as reading, remote work, television and refreshments.
- Vending area should be adjacent to the Juror Assembly Room.
- Seating for jurors should be comfortable.
- Video display and sound system for orientation should be provided throughout the room.
- Judge's bench appropriately designed to facilitate Juror selection process and trials.
- For occasional use as a jury trial courtroom, requirements for jury, witnesses and clerk must be considered. These could be mobile and stored to provide maximum space for potential jurors.
- Space should be comfortable for citizens performing their civic duty.

We understand it is the County's desire to utilize this space when it is not being used by the courts for large-scale townhalls and legislative meetings, exhibitions, press conferences, formal speaking addresses and other engagement. Each of these uses will be programmed to facilitate the multi-use requirements for the space.



08 ADDITIONAL INFORMATION

Key Design Considerations

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- For occasional use as a jury trial courtroom, requirements for jury, witnesses and clerk must be considered. These could be mobile and stored to provide maximum space for potential jurors.
- Space should be comfortable for citizens performing their civic duty.

We understand it is the County's desire to utilize this space when it is not being used by the courts for large-scale townhalls and legislative meetings, exhibitions, press conferences, formal speaking addresses and other engagement. Each of these uses will be programmed to facilitate the multi-use requirements for the space.

Schedule of Services

40 WEEKS																
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17 - 40

* NOTICE TO PROCEED

* KICK OFF MEETING

SCHEMATIC DESIGN

3 WEEKS

* REVIEW MEETING

DESIGN DEVELOPMENT

3 WEEKS

* REVIEW MEETING

CONSTRUCTION DOCUMENTS

6 WEEKS

* REVIEW MEETINGS

BIDDING

4 WEEKS

CONSTRUCTION

24 WEEKS

Agreement for Consulting Services

**Architectural and Engineering Design Services for
Renovations at the Jackson County, Missouri
Courthouse, otherwise known as the Jury Room Relocation
Project**

Attachment B

Consultant's Fee Proposal

November 24, 2020

Revised December 4, 2020

Revised December 8, 2020

Revised December 18, 2020

Brian Gaddie
Director of Public Works
Jackson County, Missouri

RE: Jackson County Courthouse Jury Room Renovation
Basic Services Fee Proposal

Dear Brian,

Following you will find our fee proposal for the Jackson County Courthouse Jury Room Renovation. We appreciate the opportunity to provide a proposal for this important project. If you have questions or comments regarding this information, please do not hesitate to call.

PROJECT UNDERSTANDING

Project Description

The proposal includes architectural design, engineering, and construction administration services for the renovation of the south wing of the first floor of the Jackson County Courthouse. The County desires to provide ample and appropriate space for selecting and vetting jurors for various legal proceedings. Additionally, the space should provide jury qualification, jury selection, jury trials, and flexible space for various County functions such as town halls and Legislative meetings, exhibitions, press conferences, formal speaking addresses and other engagements.

This proposal includes the following team members and roles:

SFS – Architectural and Interior Design, Furniture Design
Antella – MEP Design
Avant – AV / Acoustic Design
FSC – Fire Protection Design
CASE – Cost Opinions

SCOPE OF WORK

Basic Services include the following scope of work:

- Schematic Design Submittal – Drawings, two (2) renderings, design narrative report, cost opinion, review meeting and meeting notes.
- Design Development Submittal – Drawing, design narrative report, cost opinion, review meeting and meeting notes.
- 95% Construction Documents Submittal – Drawings, specifications, cost opinion, review meeting and meeting notes.
- 100% Construction Documents Submittal – Drawings, specifications, cost opinion, review meeting and meeting notes.
- FFE – Plans, specifications, color boards or cards, cost opinion, oversight of procurement and installation.

- Bidding Phase – Bid documents, preparation of bidder list and bid review.
- Construction Administration Phase – RFI responses, eight (8) site visits and field reports, pay application review, and two (2) punch lists.
- Project Close Out – Record drawings.
- Design and construction documents if required for renovations to the 3rd floor for relocated staff from the affected area.

SCHEDULE

The SFS Team anticipates beginning work immediately upon notice to proceed. We anticipate completion of Bid Documents per the attached proposed schedule pending timely scheduling of review meetings and receipt of review comments. Upon notice to proceed, SFS will confirm or adjust the following timelines based on coordination with the Client.

COMPENSATION

Basic Services Fees

The SFS Team proposes to provide the above-described basic services for the lump sum fee of **One Hundred Sixty Two Thousand Dollars (\$162,000)**.

The above fee includes an allowance of Eight Thousand Dollars (\$8,000) for work on the 3rd floor should it be required.

Reimbursable Project Expenses

Expenses incurred by SFS for reproduction and travel are included in the Basic Services fee. We propose billing reimbursable expenses at 1.1 times actual cost. We anticipate our reimbursable expenses to be less than Two Thousand Dollars (\$2,000). This assumes submissions to be primarily electronic in nature with minimal hard copy reproductions.

Supplemental Project Fees

Should additional services be required above those included in basic services above, SFS will provide a proposal for consideration and approval prior to proceeding.

Invoicing

Invoicing will occur monthly for services rendered and are due upon receipt.

Respectfully submitted,



Marsh K. Hoffman, AIA, LEED BD+C
Principal



Dana Gould, AIA, LEED BD+C
Associate

Attachments: Proposed project schedule and fee schedule

Agreement for Consulting Services

**Architectural and Engineering Design Services for
Renovations at the Jackson County, Missouri
Courthouse, otherwise known as the Jury Room Relocation
Project**

Attachment C

Consultant's Invoicing Schedule

JxCo Courthouse Jury Room Renovation
 Jackson County
 Updated December 8, 2020



Jackson County Courthouse Jury Room Invoicing
 SFS Project Number - XXXXXX
 Last updated December 4, 2020

Contract Amounts		Total Invoiced	Dec-20	21-Jan	Feb-21	Mar-21	Apr-21	May-21	Jun - Nov-21
Basic Services									
Schematic Design	15%	\$24,000.00		\$24,000.00					
Design Development	20%	\$32,000.00			\$32,000.00				
Construction Documents	40%	\$64,000.00				\$32,000.00	\$32,000.00		
Bidding	5%	\$8,000.00						\$8,000.00	
Construction Administration / Closeout	20%	\$32,000.00							\$5,333.31
Additional Relocation Services		\$8,000.00			\$2,800.00	\$3,600.00	\$800.00	\$800.00	
Total Base Bid Assessment		\$160,000.00							
Reimbursable Expenses									
Expenses		\$2,000.00		\$181.82	\$181.82	\$181.82	\$181.82	\$181.82	\$181.82
		\$2,000.00							
Additional Services									
N/A		\$0.00							
Total Contract		\$162,000.00	\$0.00	\$24,181.82	\$34,981.82	\$35,781.82	\$32,981.82	\$8,981.82	\$5,515.13
			Dec-20	1-Jan	Feb-21	Mar-21	Apr-21	May-21	Jun - Nov-21