

**Reconsidered and adopted May 23, 2022
Defeated May 16, 2022**

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing additional component services as provided in the approved Master Agreement for Owner's Representative Services for the Jackson County Criminal Justice System with JCDC Partners, LLC, of Kansas City, MO, and initiating Components 4.3, and 5.0 of the Master Agreement, at an additional cost to the County not to exceed \$4,392,512.00.

RESOLUTION NO. 20937, April 25, 2022

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, by Resolution 20332, dated December 9, 2019, the Legislature authorized a Master Agreement for Owner's Representative Services with JCDC Partners, LLC, of Kansas City, MO, under the terms and conditions of Request for Proposals No. 17-19, in connection with needed improvements to the County Criminal Justice System, including correctional facilities; and,

WHEREAS, this Resolution provided for the initial Components 1.0 and 2.0 of the Master Agreement to be completed by September 18, 2020; and,

WHEREAS, by Ordinance 5388, dated August 10, 2020, the Legislature authorized additional component services governed by the approved Master Agreement, and initiated Components 2.1, 3.0, 4.1, and 4.2 of the Master Agreement; and,

WHEREAS, JDCC Partners, LLC, is on track to meet this scheduled completion date for this work; and,

WHEREAS; this Resolution will provide for the delivery of the next set of components, including 4.3 and 5.0, both relating to design/build construction, outlined in the Master Agreement's Scope of Services; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to execute for the County the attached Component Services Agreements with JCDC Partners, LLC, for Components 4.3 and 5.0 of the Master Agreement; and,

BE IT FURTHER RESOLVED that the Director is authorized to make all payments, including final payment on the Master Agreement and all approved Component Services Agreements to the extent that appropriated funds are available for this purpose; and,

BE IT FURTHER RESOLVED that the Director of Public Works be and hereby is authorized to notify JCDC Partners to proceed with Components 4.3 and 5.0 under said Component Service Agreements

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

APPROVED AS TO FORM:

Chief Deputy County Counselor

Bryan O. Covinsky
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20937 of April 25, 2022, was duly ~~passed~~ ^{reconsidered and passed} on May 23, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 1

Abstaining 0

Absent 0

Reconsidered and adopted May 23, 2022

Defeated May 16, 2022

5.23.2022
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 013 1214 56080
ACCOUNT TITLE: County Improvement Fund
Face Mgmt – New Detention Center
Other Professional Services
NOT TO EXCEED: \$4,392,512.00

5/23/2022
Date

[Signature]
Chief Administrative Officer



CONTRACT

Date: May 27, 2022
File No: 19-CRO-0067

CONTRACTING PARTY/VENDOR: JCDC PARTNERS LLC

TYPE OF CONTRACT: Resolution

RESOLUTION/ORDINANCE NO: R. 20937

SUBJECT MATTER: Additional Component Services

CONTRACT AMOUNT: \$4,392,512.00

NUMBER OF ORIGINALS: 3

ORIGINATING DEPARTMENT: Jackson County Public Works

CONTACT PERSON: Gaddie, Brian

Department	Date Sent To Department	Dated Returned To Counselor
Originating Dept.		
Counselor	5-27-22	5/27/22 
Finance	6-1-22	6-1-22
Clerk	6-2-22	6-2-22
Executive		
Other Signature Needed (Optional)	N/A	N/A

NOTES:

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Return (3) To:
County Counselor's Office, X13355

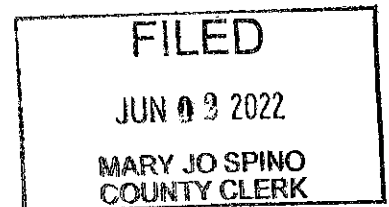
COMPONENT SERVICES AGREEMENT -4.3
FOR
DESIGN and CONSTRUCTION PHASE SERVICES

JACKSON COUNTY, MISSOURI

And

JCDC PARTNERS, LLC

Dated: May 23, 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:

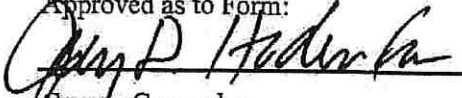
Jackson County, Missouri

By: 

Title: Director of Finance

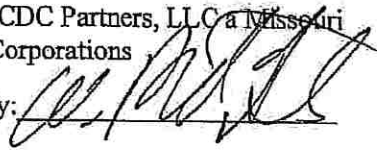
Attest: _____

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

ATTEST:


Clerk of the County Legislature

R. 20937

REVENUE CERTIFICATE

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

Date

6-1-2000



Director of Finance and Purchasing
Account No. 013-1214-56080
\$3,945,912.00

CT 121422002 000 ML

COMPONENT SERVICES AGREEMENT -5.0
FOR
TRANSITION ACTIVATION SERVICES

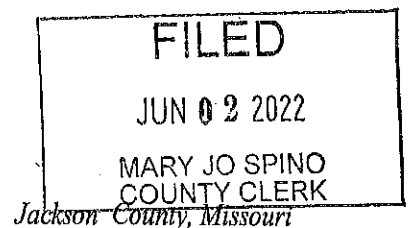
JACKSON COUNTY, MISSOURI

And

JCDC PARTNERS, LLC

Dated: May 23, 2022

Owner's Representative - Component Service Agreement 5.0
TRANSITION, ACTIVATION SERVICES
V2.0



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:

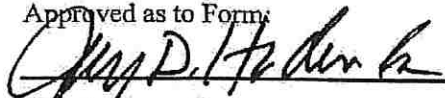
Jackson County, Missouri

By: 

Title: Director of Finance

Attest: _____

Approved as to Form:

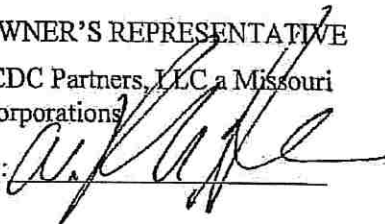

County Counselor

ATTEST:


Clerk of the County Legislature

OWNER'S REPRESENTATIVE

JCDC Partners, LLC a Missouri
Corporation

By: 

Attest: W. Robert Glass, AIA

Title: Executive Vice President

R. 20937

REVENUE CERTIFICATE

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

Date

6-1-2022



Director of Finance and Purchasing
Account No. 013-1214-56080
\$446,600.00

CT 121422005 000 ML