

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT made and entered into this 30th day of November, 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: Facility Condition Assessment of the Jackson County Downtown Courthouse at 415 E 12th Street, Kansas City, MO 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.

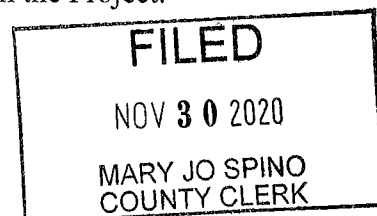
ARTICLE II - ADDITIONAL SERVICES:

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. Any ongoing services would not require additional payment unless specified within or as a result of a project change order.
4. Any contracted service that requires extension past the close out of the advertised project, completed by the Consultant, would be contractually transitioned to the County for ongoing services if mutually agreed to by the contracting entity and the County. The transitioned contract would not be altered from the original agreement as executed herein.

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. 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. 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. 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 13-20 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 RFP 13-20.
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 **\$732,315.00** 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, including Proposed Method and Approach, Schedule of Services, Added Value Services + Scope Enhancement Clarifications memo.

Attachment B – Fee Proposal dated 10/13/2020

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.

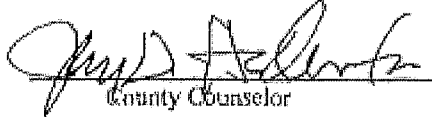
Approved by:


Bob Crutsinger
Director of Finance and Purchasing

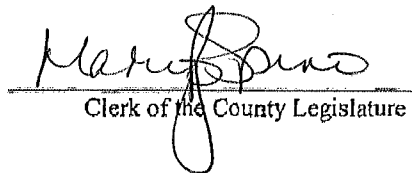
Recommended by:


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

Approved as to form this 30th day of November, 2020


County Counselor


Attest:


Clerk of the County Legislature

By: 
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 \$732,315.00 which is hereby authorized.

Date 11-15-2020 
Director of Finance and Purchasing

013-1204-56080

PC#12042020003

Agreement for Consulting Services

**Facility Condition Assessment of the Jackson County
Downtown Courthouse at 415 E 12th Street, Kansas
City, MO**

Attachment A

**Excerpt from Consultant's Proposal and RFQ Response, including
Proposed Method and Approach, Schedule of Services**

Added Value Services + Scope Enhancement Clarification memo



Jackson County, Missouri // Request for Proposal - No. 13-20

COURTHOUSE ASSESSMENT

Proposal // // June 23, 2020





June 23, 2020

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

RE: Statement for Proposal - RFP No. 13-20
Facility Condition Assessment for Public Works Department

Dear Selection Committee Members:

The SFS Henderson & Accruent Partnership is pleased to submit our proposal to complete an assessment of the Jackson County Courthouse and to develop an integrated facility maintenance database that will aid you in preserving, maintaining and operating one of Jackson County's most iconic buildings.

As you review our proposal, please keep in mind the following key strengths of our team:

- + Experienced Local Leadership. SFS Architecture is a leading Kansas City architectural design firm with extensive experience in all areas relevant to this effort, including comprehensive facility assessments of large, complex buildings and sites; preservation and modernization of historic PWA/WPA era courthouses; and the specialized design of courthouses, courtrooms and court support spaces. SFS has successfully collaborated with both Henderson and Accruent on projects requiring the expertise demanded by this effort.
- + Building Systems Expertise. As a national building systems design firm headquartered in Kansas City, Henderson knows what it takes to bring buildings to life, especially older, historically significant buildings. The firm offers a full complement of building systems design, commissioning and construction services that is leveraged to engineer optimal solutions for the life of the building.
- + Powerful CMMS Platform. Accruent's VFA.facility® empowers organizations with a central source of facility information and with tools to effectively manage, maintain and leverage that data to make optimal decisions about facility spending and capital planning.
- + Capable, Multidisciplined Team. Our team is further strengthened by local engineers and consultants specializing in areas such as structural, civil and environmental engineering and demolition/construction. We will leverage the expertise of these professionals throughout the assessment. Their participation will enable us to address all aspects of this project.
- + Understanding + Insights. As outlined in more detail on the following page, we understand the work that must be accomplished and the CMSS capabilities desired. We trust the synergy derived from our insights, recommendations and software solutions will result in an exceptional CMMS platform for the County.

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

A handwritten signature in black ink, appearing to read "Marsha K. Hoffman".

Marsha K. Hoffman, AIA, LEED AP | Principal, SFS Architecture
mhoffman@sfsarch.com | 816/541-2299 (direct) | 816/916-1153 (mobile)



Project Understanding

The Jackson County, Missouri Downtown Courthouse is the County's flagship facility housing the County's judicial and administrative offices. Designed by the prominent Kansas City firm of Wight and Wight, the building's construction was completed in 1934 and contains approximately 360,000 SF on 23 floors, including mezzanine levels. Although the building is not listed on the Kansas City or National Register of Historic Places, the building is a significant Art Deco structure that has retained a considerable amount of its historically significant spaces and features that define the historic character of the building.

The County desires to conduct a comprehensive Facility Condition Assessment of the Jackson County, Missouri Downtown Courthouse to document deferred maintenance that could result in disruptions to the day-to-day operations. The information gathered will be built into a CMMS software allowing the County to manage a wealth of information and to leverage that data for capital planning budgeting and to effectively manage and maintain the Courthouse.

To properly do this, we must:

- Accurately gather comprehensive data about the building.
- Document findings in a CMMS software including conditions and corrective actions, condition rating score, typical useful life rating score, cost estimate for repair/replacement, prioritize work, and all maintainable equipment and systems within the building.
- Recommend green solutions for more efficient operation.
- Recommend grouping or combining projects for efficiency.
- Provide Software training to County representatives to maintain, utilize and keep up to date maximizing its capabilities

05 PROPOSED METHOD AND APPROACH



The SFS Henderson & Accruent approach is one of collaboration and mutual education — where our specialized expertise combined with your insight into your needs and desires creates a facility condition assessment and management tool that exceeds your expectations.

Our proposed assessment approach involves close coordination and collaboration with Jackson County to ensure the results will provide consistent long-term maintenance data that can be utilized for the efficient operation of the building. Our team utilizes best in class methods and recognized industry standards for facility condition assessments (FCA). The SFS team is comprised of experienced licensed architects, engineers, and codes and hazardous materials consultants. This team has been developed to not only meet the requirements specified in the RFP but to build a database that is scalable, repeatable and credible. Our emphasis will be on ensuring that the process is designed to meet the short- and long-term goals of the County in providing a sustainable, well managed facility for years to come. **This team will deliver results!**

Part of the SFS team's collaborative approach includes touch points along the way. We will meet with County representatives on a regular basis to keep you informed of general findings during the survey phase and to review preliminary recommendations during the assessment and recommendations phases. We will outline deficiencies, issues with codes and accessibility standards, and long-term system adjustments, performance and energy savings opportunities.

The SFS team will collaborate internally as well to work toward solutions from a holistic, big picture perspective.

Project Kickoff

A successful project kickoff will ensure an efficient FCA. Our process will begin with a kickoff meeting with County representatives and the SFS design team. During the kickoff meeting, introductions will be made, County and SFS team member roles and responsibilities will be defined, lines of communication will be established, the schedule will be reviewed, and the scope of work will be confirmed.

A separate meeting will be held with Accruent, the database software provider, the County and the SFS team. This meeting will introduce the software to the County and will set the County's expectations for the database.

The SFS team will review existing documents made available to the team to gain an understanding of the historical evolution of the building. Documents for review may include historic drawings and specifications, historic photographs, construction documents of past building renovations, maintenance records, previous master planning reports, and current warranty information. Current facility concerns and maintenance methods will also be reviewed with maintenance personnel.

Prior to surveying the building, the SFS team will perform a reconnaissance level survey. The survey will provide the team with a high-level understanding of the building materials and systems and their general deficiencies. The information collected during this phase will create the database structure. The architectural team will gather existing floor plan information to develop graphic base floor plans for the team with a room numbering system. The engineering team will obtain a high level understanding of the systems and equipment that serve the facility, as well their general arrangement and deficiencies. All consultants will utilize the room numbering system for arranging information.

Survey, Assessment and Recommendations

There are three primary steps in conducting a facility conditions assessment – (1) the **survey** (data collection); (2) the **assessment** of the data; and (3) the **recommendations**. For a building of this significance, it is important to not simply collect and input data into a database. It is essential to take a holistic approach in assessing the data and preparing recommendations that are sensitive to the historic building and that meet the needs of its stakeholders. While each element will be surveyed and categorized, the SFS team will take a comprehensive approach in preparing the prioritization schedules.

Survey

The visual inspection of the facility will be performed by the licensed architects; civil, structural, plumbing, mechanical, fire protection, and electrical engineers; security designers; and codes and environmental consultants. The code analysis will include an assessment of the building's compliance with ADA and the International Building Code. An existing conditions survey will be performed of the structure, shell, interior finishes, plumbing, HVAC, fire protection, electrical and physical security elements, and the sitework. These elements will be documented in ASTM Uniformat II Classification for Building Elements format and input into the database.

The following data will be collected and input into the database for each asset and component as part of the survey phase:

- Asset and components (categorized in ASTM Uniformat II)
- Conditions and corrective actions
- Condition rating score (rated poor, fair, good, excellent)
- Prioritization (rated 1-6)
 - Priority 1: Currently critical requiring immediate action (safety hazard, stop accelerated deterioration, return element to operation)
 - Priority 2: Potentially critical if not corrected soon, will become critical (intermittent operations, rapid deterioration, potential life safety hazard)
 - Priority 3: Necessary but not critical that requires appropriate attention to preclude deterioration
 - Priority 4: Recommended
 - Priority 5: Appearance
 - Priority 6: Does not meet current codes/standards (grandfathered)


- Typical useful life rating scores (rated 1-5)
 - Category 1: Security
 - Category 2: Scheduled maintenance
 - Category 3: Deferred maintenance
 - Category 4: Capital renewal
 - Category 5: Energy and sustainability
- Other pertinent information

For the structural survey, the engineers will review existing documents to familiarize themselves with the existing structure of the courthouse. The engineers will then perform a review of each level of the building to observe and note the conditions of the existing structure.

For the shell survey, the stone cladding, metal windows and doors, roof coverings and openings will be surveyed. The facades will be surveyed from grade and adjacent buildings (where accessible) using binoculars. Drone photography is presented as an additional service to capture up-close imagery of existing materials conditions at the upper floors to gain a better understanding of materials conditions. Conditions will be documented on historic building elevations. Mobile devices will be used in the field with software capable of providing quantity takeoffs for each type of repair to be made. The structural engineer will review the shell survey with the architect to determine potential sub-structure issues.

The following will be documented for the stone cladding:

- Mortar and sealant joints condition
- Linear cracking
- Spalling
- Staining
- Unit displacement
- Missing material

 We understand that the windows were restored in 2004. Therefore, the windows will be surveyed for general deterioration such as cracked or missing glass and frame finish discoloration. Doors will be surveyed for operability, hardware failure, and sealant and material deterioration.

The roofing membrane, flashings, and roof openings will be surveyed from the roof level where safely accessible. The team will tie off where access points are available. The overall roof will be surveyed for water runoff. The membrane will be surveyed for punctures, blistering, and detachment. Flashings will be surveyed for sealant condition, voids, punctures, and open laps. The roof openings will be surveyed for operability and material deterioration.

For the interior finishes survey, the walls, interior doors and hardware, fittings such as built-in casework and railings, and wall, floor and ceiling finishes will be surveyed. A room-by-room survey will be performed, and conditions will be documented of each material via mobile devices.

The courthouse exhibits many significant historic interior finishes including several types of marble, metalwork, woodwork, plasterwork (both flat and molded), and linoleum flooring. Not only will the condition of each material be surveyed, but the types and styles will be documented.

The following will be documented for the stonework:

- Missing joint material
- Cracking
- Detachment
- Unit displacement
- Missing material

The following will be documented for the metalwork:

- Metal type
- Finish type and condition
- Missing features

The following items and conditions will be documented for the woodwork:

- Hardware type and condition
- Finish type and condition
- Nicks, cracks, voids, areas of missing woodwork
- Style type (doors) and molding profile type (documented via photography)

The following will be documented for the plasterwork:

- Finish type
- Cracking
- Missing material or deterioration (top coat to whole system)
- Molding profile type (documented via photography)

The following will be documented for the linoleum flooring:

- Staining
- Detachment, tears
- Pattern (documented via photographs)

The following items will be documented for the MEPF and security systems:

- Equipment Type
- Location
- Function and area served
- Manufacturer
- Model Number
- Serial Number
- Capacity, if applicable
- Estimated remaining life

For the MEPF and security systems survey, the engineers will visually review and assess the overall conditions and components of centralized and distributed MEPF and security infrastructure within the facility. Should seasonal testing of equipment be desired, the team will work with the County to determine when best to perform this testing.

The mechanical engineers will provide an energy audit of the existing building infrastructure by looking at the utility bills and existing operations of the building. They will examine plans and operating costs, control trends and schedules. They will also review the county's maintenance protocol and repair plans and existing list of work orders and issues. This will provide a complete picture of not only the building's equipment, but also how it is performing. The audit will highlight target areas and short falls for further study, improvement opportunities for operational cost savings, and long-term life cycle of various components of the MEPF infrastructure.

Our team will also review the facility's security plans, procedures, access control, video surveillance, and intrusion detection system components and strategies.

The database will interface with all supporting notes, files, and photographs developed during the survey. The County will own the database upon project closeout and will be trained by Accruent.

Assessment

After the survey has been performed and the data input into the database, each element will be assessed and rated according to prioritization categories and typical useful life. A pre-rating score may be assigned to each element during the survey; however, the final rating will be assigned once back at the office through a holistic lens. There are many factors that will impact the improvement of each element beyond each element's priority and useful life rating. Potential space use re-configurations, significant spaces and features that are desired to be retained and restored, and current work, to name a few, will impact the improvement of each element.

Costs will be associated to each building element requiring investment using RS Means for the current period and regional factors for the project area. Each element will be identified by recommended renewal or replacement year and will include all soft costs. The condition, prioritization, and useful life ratings for the building elements will result in an overall Facility Condition Index (FCI) for the facility.

The SFS team will hold key strategic planning meetings with the County to review assessment findings and to collaborate in the development of the prioritization schedules.

Recommendations

Recommendations will be made in the form of prioritization schedules. The schedules will be organized into the appropriate delivery periods based on prioritization and typical useful life. Consideration will be given to maximizing performance, extending system life cycles, and minimizing operating expenses. Cost saving opportunities will be identified. Interior finishes and exterior shell materials conservation recommendations will be made based on conservation best practices and selecting the appropriate treatments. Recommendations will be made in collaboration with the County.

Report

Following the completion of the survey, assessment, and recommendations effort, the SFS team will prepare a report summarizing the FCA. The report will include an executive summary, an introduction to the project team, the survey and assessment methodology, a physical description of the building, an overview of findings and recommendations, sample data collection forms, data formatting standards, key assessment terminology, and a list of reference standards. Example documents from the FCA training such as a sample condition assessment report will also be provided. Photos and drawings will be included as required to convey the findings of the assessment. The report will serve as a reference and guide, providing a standard of excellence and consistency for future FCA efforts.

The report will also contain the following:

- Capital requirement costs summarized by building system.
- Capital requirement costs summarized by the priority system.
- Capital requirement costs summarized by category type.
- Calculation of the Facility Condition Index (FCI).
- Multi-year annual expenditure forecast.
- A detailed description of building assets and equipment detailing the observed condition and deficiency cause providing recommendations to correct the deficiency.
- A list of the information provided and collected for each asset, such as equipment type, manufacturer, model number, serial number, capacity, and year installed.
- A detailed system component inventory and assessment of specific system components for categorization into the Accruent database. Prioritization of categorized data identifying critical, performance, aesthetic, and code/life safety deficiencies.
- Digital photographs of each piece of equipment inventoried. Exterior photographs will be used for identification and documentation of material and structural problems, major deficiencies or special conditions. Interior photographs will be used to document critical or unusual conditions. Photographs will be used to explain and/or justify the prioritization of corrective actions.
- An infrastructure cost budgeting matrix for input into overall cost model. The cost matrix will identify and recognize potential phasing and constructability of short-term and long-term work.
- A schedule of annual forecast expenditures itemizing each deficiency against each asset classification of the total cost for the actions required to correct the deficiencies for each facility by building system.
- A hazardous materials report describing the methodology and results of the services performed. The report will include a description of the locations and approximate quantities of materials identified by laboratory analysis to contain asbestos and approximate quantities of haz-mat items readily observed. Drawings depicting the location and extent of ACM will be provided.
- A site-specific bid document from which qualified removal contractors will bid the removal of the hazardous materials. The bid document will include at minimum a site-specific abatement plan and technical specification for the removal and disposal of the hazardous materials. The bid document and abatement plan will be developed in accordance with applicable local, state and federal regulations, by a Missouri Asbestos Hazard Emergency Response Act (AHERA) – accredited Project Designer.



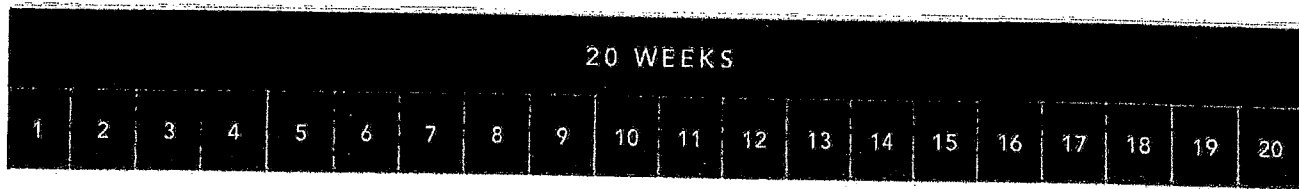
Up to three (3) report submissions will be made, including two (2) review submissions and one (1) final report. Comments received by the County will be incorporated into the report submissions. The final report and all supporting documents will be issued electronically.

Strategic Plan Presentations and Training

The SFS team will prepare and present the assessment findings in up to five (5) presentations that clearly present the data collected and recommendations for future scope of work to staff, the County Executive Team, and the Jackson County Legislature.

ACCRUENT will train County facility managers at the conclusion of the project. This will enable the County to become proficient in using and manipulating the software.

Schedule of Services



* NOTICE TO PROCEED

* KICK OFF MEETING

KICK OFF

3 WEEKS

SURVEY

8 WEEKS

ASSESSMENT &
RECOMMENDATIONS

6 WEEKS

REPORT

3 WEEKS

TRAINING *

PRESENTATIONS *



JACKSON COUNTY & SFS TEAM MEETINGS EVERY OTHER WEEK OR AS NEEDED

VALUE ADDED SERVICES + 08 SCOPE ENHANCEMENTS

VFA.auditor® Software

VFA.auditor leverages the technology of today's leading mobile tablets to efficiently capture facility data in the field. Mobile data collection introduces a more transparent assessment process and greatly reduces manual data entry tasks. VFA.auditor provides a secure means of data collection with support for offline data entry.

Features include:

- Touch-centric interface design that promotes efficient data entry and collection
- Centralized management and visibility into assessment activity
- Offline access to VFA's leading content library
- Comprehensive photo management functionality to support a photo-centric assessment process
- Reduction in paper dependency and improved process efficiency
- Elimination of redundant back office data entry and transcription errors
- Support multiple platforms (Apple, Google Android, Windows) with the latest mobile technology

The VFA Assessment Library allows Auditor users to add new systems (building and site) during the field assessment. The Mobile Library is available offline and includes the complete set of 600+ system models. Clients can also create and add their own custom models to the Library enabling assessors' access to content tailored for their portfolio.

Building Stacking Masterplan

Many older buildings have witnessed improvements over the years that solve an immediate need but may compromise adjacent spaces or result in inefficiencies in the use of spaces and staff adjacencies. Our team may observe functional deficiencies while surveying the building. Some of these deficiencies can be addressed during the recommendation phase but others may require a more extensive planning effort. We can work with you and key stakeholders to generate stacking alternatives that take into consideration items such as department adjacencies and co-locations, security requirements, public interface requirements, anticipated construction projects, to name a few. The existing jail floors are prime real estate due to their location within the building. These floors will be evaluated as usable office space. A report would be produced that includes stacking alternatives and cost opinions.

As-built Floor Plans

As-built floor plans can be developed based on our field verification and incorporated into Autodesk Revit. The County can utilize these plans for future projects within the building.

Enhanced Level MEPF Systems and Equipment Survey

Henderson will dispatch commissioning personnel from their wholly owned subsidiary, Henderson Building Solutions. Certified commissioning agents will participate in the field investigation and assessment survey phases, granting the access to specialized personnel to look "under the hood". The purpose of this value-added service is to ensure that equipment condition is properly analyzed and is based upon a more robust set of observations and data. This will result in the most accurate inputs into the database software.

Drone Photography of Exterior Shell

The base scope of work provides a visual survey of the building facades via binoculars from grade and adjacent buildings where accessible. This provides a limited view of the building's conditions due to the height of the building. Conditions at the higher floors will not be legible. Since materials conditions vary from lower elevations to higher elevations, an up-close visual survey is highly recommended. Drone photography of the exterior shell will provide up-close high-resolution digital imagery from a camera mounted UAV of a select 10% of the building facades, including each elevation, to enable a more accurate survey and assessment of the exterior building materials conditions. Images will be provided in JPG format. A sample flight of the building has been performed to confirm logistics.

Storm and Sewer TV Inspection

Taliaferro & Browne will conduct a television inspection and review of the public sewers and service lines to the building. This fee does not include inspection of the building internal plumbing.

Significant Spaces and Features Diagrams

Significant spaces and features diagrams are important tools in guiding recommendations for historically significant buildings such as the Jackson County Courthouse. They provide a decision-making baseline for the historically significant spaces and features of the building. Spaces and features are documented and ranked by historical significance and condition. The rankings typically extend from Class "A" for the most significant intact spaces and features that define the character of the building to Class "D" for the least historically significant spaces and features. Recommended courses of action are provided for each classification. A high regard is given to the restoration of Class "A" spaces and features, while Class "D" spaces are typically considered back-of-house where greater allowance is made in the treatment of these spaces and features.



**Jackson County Missouri Request for Proposal No. 13-20
Added Value Services + Scope Enhancements
Clarifications**

September 11, 2020

VFA Auditor Software
No Clarification Requested

Building Stacking Master Plan

Many older buildings have witnessed improvements over the years that solve an immediate need but may compromise adjacent spaces or result in inefficiencies in the use of spaces and staff adjacencies. Our team may observe functional deficiencies while surveying the building. Some of these deficiencies can be addressed during the recommendation phase but others may require a more extensive planning effort. We can work with you and key stakeholders to generate stacking alternatives that take into consideration items such as department adjacencies and co-locations, security requirements, Public interface requirements, anticipated construction projects, to name a few. The existing jail floors are prime real estate due to their location within the building. These floors will be evaluated as usable office. A report would be produced that includes stacking alternatives and cost opinions.

Task 1

Identify each departments location within the existing building. Identify underutilized space that could be occupied by another County department or for expansion of a current occupant.

Deliverable: Graphic plans showing current space utilization by department. Refer to the attached example.

Task 2

Meet with building stakeholders to determine current and future space needs. This can be done individually or as a group based on the County's recommendation. Adjacencies, workflow, public interface, security, and expansion needs will all be discussed as a part of the interview.

Deliverable: Narrative report will be developed based on the interviews with each department identifying their needs.

Task 3

The design team will develop up to three alternative stacking diagrams indicating overall space needs (area requirement) of each department. Space planning solutions shall consider efficient backfill of vacated space due to consolidation of mechanical systems and to renovate the vacated jail floors to occupied space. It is anticipated Courtroom floors will be maintained with minimal changes. Vacant space will be determined so the County can consider potential new occupants maximizing utilization.

Deliverables: Graphic plans of proposed restacking diagrams for the building. Refer to the attached example. An order of magnitude construction cost estimate will be provided for the final approved concept.

By maximizing space utilization in the building, improved public interface, adjacencies, security, and more efficient use of space will improve public interactions, accommodate growth and expand services offered.

As-Built Floor Plans

No Clarification Requested

Enhanced Level MEPP Systems and Equipment Survey

Enhanced MEP analysis of additional efforts beyond standard observation of MEP equipment and componentry. Examples of enhanced MEP analysis include, but are not limited to, performance testing of air handler coils; testing of dampers and fans in air handling equipment; infrared thermography imagery of electrical distribution equipment. The purpose of enhanced measures of the MEP analysis if necessary focuses on pinpointing individual component failures which may result in capital recommendations being replaced with operational/maintenance recommendations.

Drone Photography of Exterior Shell

The drone photography fee estimate was put together to provide:

- a. Images in specific areas to meet our requirement for existing conditions survey and assessment. These would be in close enough to be able to view masonry cracking, spalls, mortar deterioration, etc. Approximately 10% of the building would be photographed in swaths as determined during the reconnaissance review of the building facades. See attached for sample areas.
- b. An overall flight of each face of the building more along the lines of providing an index. These would be at a mid-distance to give a bigger picture.
- c. An overall video of the building, more for visual usage. The camera is Hasselblad L1D 20c Camera with 20 MegaPixel and 1" CMOS Sensor.

All images and videos would become products provided to the City.

Storm and Sewer TV Inspection

No Clarification Requested

Significant Spaces and Features Diagrams

No Clarification Requested. See attached example.

Agreement for Consulting Services

**Facility Condition Assessment of the Jackson County
Downtown Courthouse at 415 E 12th Street, Kansas
City, MO**

Attachment B

Detailed Fee Proposal Dated 10-13-20



October 13, 2020

Rick Gerla
Facilities Management Administrator
Jackson County, Missouri

RE: Jackson County Courthouse FCA
Basic Services Fee Proposal

Dear Rick,

Following you will find our fee proposal for the Jackson County Courthouse Facility Condition Assessment. We appreciate the opportunity to work with Jackson County on this important project. If you have questions or comments regarding this information, please do not hesitate to call.

Base Bid - Assessment	\$485,120
Database (VFA.facility)	\$37,000
CMMS (FAMIS)	\$23,970
Building Stacking Masterplan	\$70,000
As-Built Floor Plans in AutoCAD Revit	\$27,500
Enhanced Level MEPF Systems and Equipment Survey	\$23,800
Drone Photography of Exterior Shell	\$9,000
Storm and Sewer TV Inspection	\$5,800
Significant Spaces and Features Diagrams	\$0
3-Year Accruent Service Agreement	\$50,125

Assumptions

1. The building and all areas of investigation will be accessible during normal working hours.
2. All observations will be visual in nature and will not include invasive or destructive testing unless specifically indicated otherwise.
3. The exterior façade assessment will be performed using binoculars at grade, from adjacent buildings where accessible and supplemented with drone photography. Up-close visual assessment via lifts and swing stages is not included.
4. Building materials testing and analysis not included.

Exclusions

1. Third party quality control reviewer.
2. Floors 11, 12, and 13 originally housed the county jail and are currently unoccupied. We anticipate that a renovation to these floors would entail a complete removal of all jail cells, interior non-load bearing partitions, and MEPF systems. Therefore, our base bid includes a reconnaissance level survey of the overall spaces of these levels.

Sincerely,



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



Dana Gould, AIA, LEED BD+C
Associate

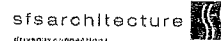
Agreement for Consulting Services

**Facility Condition Assessment of the Jackson County
Downtown Courthouse at 415 E 12th Street, Kansas
City, MO**

Attachment C

Schedule of Payments

JxCo Courthouse FCA
Jackson County



Jackson County Courthouse FCA Invoicing
SFS Project Number - 201066
Last updated November 16, 2020

Contract Amounts		Total Invoiced	Dec-20	21-Jan	Feb-21	Mar-21	Apr-21	May-21	Jun-21
Base Bld Assessment									
Kickoff	10%	\$48,512.00	\$24,256.00	\$24,256.00					
Survey	40%	\$194,048.00		\$64,676.20	\$64,676.20	\$64,695.60			
Assessment and Recommendations	25%	\$121,280.00				\$60,640.00	\$60,640.00		
Report and Presentations	25%	\$121,280.00						\$60,640.00	\$60,640.00
Total Base Bld Assessment		\$485,120.00							
Reimbursable Expenses									
Database (VFA facility)		\$37,000.00	\$37,000.00						
CMMIS (FAMIS)		\$23,970.00	\$23,970.00						
3-Year Accruent Service Agreement		\$50,125.00	\$50,125.00						
Storm, Sewer TV Inspection		\$5,800.00			\$5,800.00				
Drone Photography		\$9,000.00			\$9,000.00				
Additional Services									
Enhanced MEPF Systems Survey		\$23,800.00		\$7,932.54	\$7,932.54	\$7,934.92			
Building Stacking Masterplan		\$70,000.00				\$35,000.00	\$35,000.00		
As-Built Floor Plans		\$27,500.00	\$27,500.00						
Total Contract		\$732,315.00	\$162,851.00	\$96,864.74	\$87,408.74	\$168,270.52	\$95,640.00	\$60,640.00	\$60,640.00
			Dec-20	1-Jan	Feb-21	Mar-21	Apr-21	May-21	Jun-21