

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** transferring \$732,315.00 within the 2020 County Improvement Fund and awarding a contract for the furnishing of consulting services relating to a comprehensive facility assessment for the Downtown Courthouse to SFS Architecture of Kansas City, Missouri, under the terms and conditions of Request for Proposals No. 13-20, at a cost to the County not to exceed \$732,315.00.

**RESOLUTION NO. 20552**, November 2, 2020

**INTRODUCED BY** Theresa Cass Galvin, County Legislator

WHEREAS, the County has a need for consulting services to enable County officials to better understand the condition of and improvements necessary to sustain and enhance operations at the Downtown Courthouse; and,

WHEREAS, the Director of Finance and Purchasing issued Request for Proposals No. 13-20 for these services; and,

WHEREAS, a total of thirty-nine notifications were distributed and three responses were received, and evaluated as follows:

<u>RESPONDENT</u>	<u>TOTAL POINTS</u>
SFS Architecture Kansas City (Jackson County), MO	96
BNIM Kansas City (Jackson County), MO	77
Dude Solutions Cary, NC	40

and,

WHEREAS, an evaluation committee reviewed the proposals and evaluated each bidder on the basis of proposed method of performance, experience, qualifications, references, and pricing; and,

WHEREAS, the Director of the Finance and Purchasing recommends the award of a contract for the needed consulting services to SFS Architecture of Kansas City, Missouri, under the terms and conditions of RFP No. 13-20, as the best proposal received, at a cost to the County not to exceed \$732,315.00; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
County Improvement Fund Non-Departmental 013-5113	56790- Other Contractual Services	\$732,315	
Fac. Mgmt Kansas City 013-1204	56080- Other Professional Services		\$732,315


BE IT FURTHER RESOLVED that award be made as recommended by the Director of Finance and Purchasing, and that the Director be, and is hereby, authorized to execute for the County the attached contract and any other documents necessary to the accomplishment of the award; and,

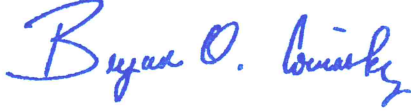
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is

authorized to make all payments including final payment on the contract.

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

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20552 of November 2, 2020, was duly passed on November 9, 2020 by the Jackson County Legislature. The votes thereon were as follows:


Yeas 8

Nays 0

Abstaining 0

Absent 1

11.9.2020  
Date

  
Mary Jo Spino, Clerk of Legislature

Funds sufficient for this transfer are available from the source indicated below.

ACCOUNT NUMBER: 013 5113 56790  
ACCOUNT TITLE: County Improvement Fund  
Non-Departmental  
Other Contractual Services  
NOT TO EXCEED: \$732,315.00

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 1204 56080  
ACCOUNT TITLE: County Improvement Fund  
Fac. Mgmt Kansas City  
Other Professional Services  
NOT TO EXCEED: \$732,315.00

10/29/20  
Date

  
Interim Chief Administrative Officer

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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 12<sup>th</sup> 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 stipulated in the attached proposal from the Consultant. 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 along with the Consultant's attached RFP/Q submittal, including proposal and fee breakdown, and the RFP/Q document in its entirety incorporates the complete understanding and agreement of the parties.
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. Upon successful completion of each task outlined in the proposal, a formal schedule of values or a percentage thereof an agreed upon incremental payment plan, 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 – Consultant's Proposal and RFQ Response, including tasks, project schedule, fee breakdown, Added Value Services + Scope Enhancement Clarifications memo  
Attachment B – Detailed Fee Proposal dated 10.13.2020

Consultant Agreement  
Facility Condition Assessment – Downtown Courthouse

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:

Recommended by:

\_\_\_\_\_  
Frank White, Jr  
County Executive

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

Approved to form this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
County Counselor

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

\_\_\_\_\_  
Finance Director





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

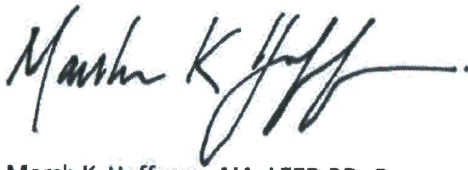
*Assumptions*

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



11500 Alterra Pkwy #110  
Austin, TX 78758

## Customer Setup Form

### Company Information

Legal Name: SFS Architecture, Inc.

Address (Billing): 2100 Central St Suite #31, Kansas City, MO, 64108

Address (Shipping): 2100 Central St Suite #31, Kansas City, MO, 64108

Phone Number: (816) 474-1397

Website: www.sfsarch.com

DUNS Number: 065767568

Purchase Order Required?      Yes              No

Sales Tax Status:              Taxable              Exempt (exemption certificate required)

### Accounts Payable Information

AP Contact Name: Cynthia Tucker

AP Contact Phone Number: (816) 541-2272

AP Contact Email Address: ctucker@sfsarch.com

Invoice Submission Email Address: ctucker@sfsarch.com

Statement Email Address: ctucker@sfsarch.com

### Other Required Documentation

Current W-9  
Exemption Certificate (\*if exempt from sales tax)

### Accruent Payment Information

Electronic Funds Transfers (ACH/Wires) Payments to:

Bank Name: PNC BANK  
Account Name: Accruent LLC  
Routing No: 043000096  
Account No: 1069973016

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**SFS Architecture, Inc**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**2100 Central Street, Suite 31**

6 City, state, and ZIP code  
**Kansas City, MO 64108**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See specific instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				
--	--	--	---	--	--	--	--

or

Employer identification number

4	3	-	1	0	0	0	8	0	0
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## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Mark K. [Signature]* Date ▶ *10-13-2020*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**Professional Services Statement of Work Professional Services Statement of Work**

Client Name:	SFS Architecture
Quote #:	
Project Name:	VFA Navigator Program & FAMIS QuickStart Implementation

**Preamble**

This Statement of Work ("SOW" and "Statement of Work"), issued on September 16, 2020 ("Issue Date"), incorporates by reference and is governed by the terms and conditions of Agreement ("Agreement") dated \_\_\_\_\_, between Jackson County Mo ("Client") and Accruent, LLC ("Accruent"), and is effective as of \_\_\_\_\_ ("Statement of Work Effective Date"). When in conflict, the terms of this SOW shall supersede those of the Agreement solely in relation to the Project listed below.

**Term Information**

**Term of Offer**

Accruent reserves the right to reject this Statement of Work if it is not signed and returned to Accruent, sent to Pat Chiarelli (pchiarelli@accruent.com), by October 30, 2020.

**Term of Service**

Professional Services ordered hereunder will be available to Client for 365 days from Statement of Work Effective Date. After such date, any unused portion of the Services defined will be forfeited, unless otherwise agreed to by both parties (however the obligation for payment shall remain). No forfeiture will occur, as long as the parties are diligently working to completion.

Services shall not be scheduled or started pursuant to this SOW, if Client has an Accounts Receivable balance with Accruent that is more than thirty (30) days delinquent.

**Client Contact Information**

**Client SOW Contact**

Name: Marsha Hoffman  
 Email: mhoffman@sfsarch.com  
 Phone: (816) 541-2299

All Invoices will be sent to:

SFS Architecture  
 Attn: Accounts Payable  
 2100 Central Street, Suite 31  
 Kansas City, MO 64108  
[mhoffman@sfsarch.com](mailto:mhoffman@sfsarch.com)

Service Fees

Fixed Fee Services

Service Description	One Time Fee
VFA Navigator Program	\$37,000
FAMIS QuickStart Implementation	\$23,970
<b>TOTAL:</b>	<b>\$60,970</b>

See detailed Scope of Work for more information

Payment Summary

Milestone Billing

Training and Professional Services Billing Milestones				
#	% of Fee	Amount	Description	Timing
1	100%	\$37,000	VFA Navigator Program	On SOW Signing
2	100%	\$23,970	FAMIS QuickStart Implementation	On SOW Signing
<b>Total</b>	<b>100%</b>	<b>\$60,970</b>		

Service Fee Terms

**GENERAL**

- 1.1 Above fees include reasonable and customary expenses, unless otherwise noted in the Scope of Work details (see below)
- 1.2 All fees exclude applicable taxes.

## PAYMENT TERMS

- 2.1 Invoicing: Charges for this SOW will be invoiced according to the terms below. Payment will be due within 30 days of invoice date.
- 2.2 Milestone Billing: Accruent will invoice per the Milestone Billing table displayed above in the Payment Summary section.

Acknowledged and Agreed by the Duly Authorized Representatives of the Parties

Client: <b>SFS ARCHITECTURE, INC.</b>	Accruent, LLC
Signature: <i>Marsha K Hoffmann</i>	Signature:
Print Name: <b>MARSHA K. HOFFMAN</b>	Print Name:
Title: <b>PRINCIPAL</b>	Title:
Date: <b>10.13.2020</b>	Effective Date:
PO Required? Yes [ ] No [X] If Yes, PO must be provided.	
Tax exempt? Yes [ ] No [X] If Yes, Tax Exemption Certificate must be provided.	

## Terms and Conditions

### Defined Terms

- 1.1 "Change Control" is defined as the process by which requests for changes in deliverables, responsibilities, resources or Project Schedule are properly recorded, evaluated, distributed and incorporated into the SOW. Change Control process will be defined by Client and Accruent as part of project planning.
- 1.2 "Change Order" is defined as a document which captures any and all alterations to this SOW with regard to changes in deliverables, responsibilities, resources, Term Information or Services Fees.
- 1.3 "Notification Period" is defined as the period of time in which the Client must notify Accruent of material nonconformance with services provided herein.

### Client Responsibilities

- 2.1 Client acknowledges that its participation and cooperation is both required and critical for the success of the Project. Deviations from these responsibilities may lead to commensurate changes in the timeline and fees:
- 2.2 Accruent utilizes the Zoom platform for teleconferencing. Clients must be able to access Zoom and to download any necessary supporting software.
- 2.3 Participants in Zoom must have computers with internet access.
- 2.4 Client shall provide a Project Manager who will be responsible for the coordination of the client's resources as necessary for the Project. The Client acknowledges that the Project Manager has the ability to plan and commit resources (human and otherwise) on behalf of the Client that are necessary to execute the Project.

- 2.5 Ensure appropriate levels of Client executive and Client project team resources will be made available to the Accruent project team to ensure successful completion of tasks by jointly developed timelines. If certain areas are identified as more complex than initially identified, additional Client or Accruent resources may be requested to supplement the team in order to ensure timely delivery, which would be addressed separately under the Change Control procedures described in this SOW.
- 2.6 Further, Client acknowledges that its timely provision of and access to offices accommodations; skilled personnel; facilities; equipment; assistance; cooperation; complete and accurate information and data from its officers, agents, and employees; and suitably configured computer products (collectively, "Cooperation") are essential to performance of any Services as set forth in this SOW. Accruent shall not be responsible from Client's failure to provide full Cooperation. Client agrees to allow Accruent to post, at a site at which Services are performed, any documents necessary for Accruent to provide Services in compliance with the law.

## Changes to Scope and/or Schedule

- 3.1 If at any time either party does not meet deadlines outlined within the agreed upon project schedule, Client and Accruent both agree and acknowledge the following may occur:
- a. Project Schedule will be revised to accommodate any delays, and a new, mutually agreed upon schedule will be drafted by the Accruent Project Manager and signed by appropriate Client and Accruent representatives;
  - b. If delays are extensive, project resources will be reallocated to other engagements.
  - c. Fees for additional work or extension of resources may be incurred
- 3.2 During the course of the Project, if Accruent determines or could reasonably determine any Client actions or direction constitute a requirement to perform additional work, not otherwise specified herein, Accruent shall notify Client within 30 days that Client has requested Accruent to perform additional work.
- 3.3 Accruent agrees and acknowledges that it waives the right to request reimbursement for work already performed if Accruent fails to notify Client within 30 days of determining or reasonably being able to determine that Client actions or direction constituted a requirement to perform additional work.
- 3.4 Accruent will complete a Change Order containing the changes to the Project, Project Schedule, deliverables and/or Services Fees contained in this SOW. Client may request up to 10 Business Days to determine whether to execute the Change Order. After the 10 Business Days, the terms of the Change Order may be subject to change depending upon availability of resources, impact to Project Schedule or severity of impact on existing activities.

## Assumptions

In addition, this SOW is based upon the following assumptions:

- 4.1 Product enhancements are not part of this SOW and considered out of scope.
- 4.2 Accruent resources are not dedicated solely to the Client during the engagement. Reasonable notice is required by the Client to request Accruent resources whether work is performed on-site or off-site.
- 4.3 Client will be required to provide Accruent with a minimum of 10 business days prior notice ("Resource Request Notification Period") of Client's requested services date for allocation of Accruent consultant resources and provision of Services ("Requested Dates"). While Accruent will use commercially reasonable efforts to allocate resources in accordance with Requested Dates, Accruent shall be under no obligation or penalty to meet such Requested Dates and shall be entitled to reject or offer alternatives to Client for any reason.
- 4.4 Once Client and Accruent agree on a Project plan that identifies specific dates when Accruent and Client will perform the work described herein, Client will pay for 50% of the costs associated with any change in Accruent's resource scheduling tied to a change in the Project schedule or Accruent staffing plan introduced by Client. Any such fee will be over and above the fees provided within this SOW.
- 4.5 Should the Client (or Participant) cancel any training session or on-site engagement with Accruent Consultant(s) more than five (5) business days but less than ten (10) business days prior to the date that such engagement was scheduled to commence, the Client shall pay Accruent a cancellation fee of fifty percent (50%) of the training session or on-site engagement fees. Should the Client (or Participant) cancel a training session or on-site engagement five (5) days (or less) prior to the date that such engagement was scheduled to commence, the Client shall pay Accruent a cancellation fee of one hundred percent (100%) of the training session or on-site engagement fees. Any such fee will be over and above the fees provided within this SOW.
- 4.6 In the event Client cancels or reschedules any on-site engagement with Accruent Consultant(s) with less than 15 business days lead time but more than 10 business days, Accruent will invoice Client and Client will pay for 50% of the cancellation and/or change fees associated with rebooking travel and arrangement. In the event Client cancels or reschedules any Accruent resource(s) with less than 10 business days lead time, Accruent will invoice Client and Client will pay for 100% of the associated fee.
- 4.7 In the event Accruent cancels or reschedules any on-site engagements with the Client 100% of the cancellation and/or change fees associated with rebooking travel and arrangements will be absorbed by Accruent.



## Project Close

The Notification Period prior to the closure of the project is 10 Business Days from the date that Accruent provides written notice to Client that states the delivery of Services is complete. In the event Client does not provide notice of material non-conformance or request for change during Notification Period, the project will be closed, and no additional work will be performed by Accruent pursuant to the Services contained herein. In the event Client does provide notice of material non-conformance or request for change after the expiration of Notification Period, such work shall only be performed under a new contractual arrangement. In the event material non-conformance is identified within the Notification Period, Accruent shall promptly correct such non-conformance, which was due to fault or negligence of Accruent, at no additional cost to Client.

## VFA Navigator Program

Accruent brings industry-leading facility assessment experience to help customers establish an evergreen facility assessment program that will benefit their organization for years to come. The VFA Navigator Program will allow clients to get the most out of their VFA investment. Accruent's approach is a three-step program of planning, training, and support.

### 1 – Planning

#### Client Program Prep

Accruent will work with the client (via a conference call / web session) to gather key information that will help drive the initial site setup and onsite visit agenda.

- **Existing Facility Data Capture** – Accruent will work with customers to help identify all current sources of facility data that could be used during the VFA site setup. Accruent will provide clients with an excel template to properly format existing data for import in VFA.facility. Clients may capture and import data on up to 1000 building assets.
- **Team Identification** – Identify client resources that will participate in the facility condition assessment program.
- **Business Drivers / Goals** – Accruent will work with the client to establish clear, achievable goals for the new Facility Condition Assessment program. This will help both the client and Accruent to tailor a program that can meet expectations.
- **Rollout Plans** – Identify timetable / schedules for initial assessments and on-going work.
- **Mobile Assessment** - Accruent will work with the client to determine what process and technology tools best fit the client's needs.

#### Software Implementation

The information gathered in the "Client Program Prep" step will ensure that Accruent software reflects key client details.

- **Asset Data Import / User Setup** – Accruent will process existing client data into the newly created VFA.facility site and will set up initial user accounts and train the System Administrator on how to set up accounts so that they may process existing client data into the newly created VFA.facility site.

- **Template Library Asset Types** – The Accruent team will populate the newly imported Asset data with VFA's System Template Library models. This data will often serve as the basis for the VFA.auditor surveys.
- **Survey Template Setup** - Prior to arriving at the client site, the Accruent team will configure the site for the use of VFA.auditor including the creation of a base set of survey templates.
- **Global Site Settings** – Accruent will work with the client to finalize and assign global site settings such as FCI, etc.

## 2 - Training

### VFA.facility Core Training - 2-day Classroom Session

As part of the VFA Navigator Program, Accruent will provide two days of user training on VFA.facility. The client staff who will be the primary users of VFA.facility are often different from those who will be performing the field assessments with VFA.auditor. As such, the VFA.facility training is typically delivered in a separate session from the VFA.auditor training. However, depending on the needs of the client, they can be delivered sequentially over four days.

VFA.facility Core Training enables customers to maximize the benefits of Accruent's facility management solutions. VFA.facility training is intended to enable users to become proficient in using and manipulating the Facility Condition Assessment (FCA) data housed within the VFA.facility software. The Training Team will work with the client to schedule an onsite training class (or classes), to be held at a client-hosted location, for up to 10 students per session. Alternately, in cases where a travel restriction may be in place, the VFA.facility Core Training class may be delivered remotely via the web, and would include four, 3-hour web-based training sessions, to be scheduled on mutually agreed upon days and times.

The VFA.facility Core Training class consists of a two-day training session comprised of lecture, demonstrations, and hands-on student exercises. Students will be taught how they can manipulate and utilize the database information, as well as how VFA.facility may serve as a dynamic tool for planning, budgeting, and project prioritization.

The first day of class focuses on the Asset database and general navigation of the VFA.facility software. The Accruent Product Trainer will demonstrate how the database is structured and how the assessment data is populated and updated within the VFA.facility Asset database. This session will focus on understanding the different types of information gathered during a Facility Condition Assessment, how that information is classified, as well as an overview of maintaining and updating your Asset database records. The session also explores the various benchmarks and metrics and explains how they are calculated (Replacement Value, Renewal Costs, the Facility Condition Index (FCI) and the Requirements Index (RI)).

The second day of the class focuses on leveraging the Asset database information via Reporting and Data Analysis techniques; This session includes setting up and running basic Reports, interpreting the results of those Reports, creating and analyzing "what if" Funding scenarios, a demonstration of how to develop a Pairwise Ranking Strategy in order to prioritize your Requirements and create a Capital Budget, as well an introduction to Dashboards and VFA FacilityView.

Each of the students in the class will be provided with a VFA.facility Training Guide, which will be used during the class to guide the students through a variety of hands-on exercises. The students will also be provided with a training environment to be used during the class, which will be based upon either a generic training dataset, or a copy of the client's Facility Condition Assessment data (depending on the data available for effective demonstrations of the software features and functionality). This training environment will also be made available to the students for 30 days after the end of the training class so that the students can practice what they have learned during the class, using both the training environment and the VFA.facility Training Guide.

VFA.facility Core Training Topics include:

*Understanding the Asset Database*

- Summary of the Facility Condition Assessment (FCA) process
- Setting up your Computer and reviewing the Software features
- Basic Navigation and the Database Hierarchy
- Utilizing Productivity Tools - Sorting, Filtering, Column Layouts and Favorites
- Review of the Facility Condition Assessment Data Records
- Key Concepts - FCI and RI Calculations; Replacement and Renewal Costs
- Understanding the RSMeans-based Cost Estimates
- Overview of the Data Maintenance process

*Capital Planning & Budgeting*

- Understanding Report Options and Selection Criteria
- Analyzing the Database via Reports
- Constructing Ad-Hoc Data Browser Queries and Basic Pivot Tables
- Creating and Analyzing What-if Funding Scenarios
- Developing a Ranking Strategy and creating a Capital Budget (demonstration)
- Using Dashboards and VFA FacilityView Prerequisites:

All participants should:

- Possess basic Internet and Microsoft Windows navigation skills
- Have previously used Microsoft Word and Excel or other similar programs
- Have a basic understanding of facility management concepts and topics
- Be familiar with cost estimating concepts. A background in cost-estimation is required for users wishing to build new RSMeans-based cost estimates.

#### Client Responsibilities:

- For client-hosted training sessions, the client is responsible for providing a training room and PC's that meet the requirements outlined in our IT Setup Instructions.

#### VFA.auditor Training - 2-day Classroom/Field Session

The VFA.auditor Training will consist of a combination of classroom-based training and field work. This training session will ensure the client has a detailed understanding of the entire Accruent Capital Planning solution (VFA.facility & VFA.auditor). Accruent will work with the client to schedule a 2-day onsite training session, to be held at a client-hosted location, for up to 5 students per session. Alternately, in cases where a travel restriction may be in place, the VFA.auditor Training class may be delivered remotely via the web, and would include four, 3-hour web-based training sessions, to be scheduled on mutually agreed upon days and times. The Accruent solutions team will use this training session to cover the following:

##### Classroom Training

- **Software Feature / Function Review** - The key to any program is to understand the technology tools that drive it. VFA.auditor provides the toolset for efficient and effective field data collection in addition to setting the foundation for facility assessment administration and monitoring. VFA.facility is the repository for all Asset information and provides the key data analytics and decision support capabilities.
- **VFA.facility Overview** - Accruent will review the data structure and basic functionality of VFA.facility in order to provide the assessment teams with an understanding of the final repository and use of the data.
- **VFA.auditor Training** - This portion of the session will cover all key components of the VFA.auditor solution, with a focus on VFA.auditor's latest mobile enhancements. Classes are designed for up to 5 participants as the training requires walking buildings in a group. A smaller group ensures that each student receives adequate personal attention from the trainer.
- **Review relationship between VFA.facility and VFA.auditor** - The training sessions will continually review the native integration between the solutions and how each product's feature set completes a total assessment solution.
- **Data Entry Tips & Techniques** - The VFA.auditor solution is rapidly evolving based on both customer and Accruent assessor feedback. Training will focus on the latest updates that improve data capture and efficiency.

##### Field Work

This portion of the training session will focus on walking through actual client buildings and capturing data as it is observed. This part of the program includes:

- **Guidance / Best Practices** - Accruent will provide insight on key software features and will highlight common techniques used by professional assessors. Additional guidance will be provided on key data collection aspects of the process.

- **Post Field Work Updates** - Once the initial fieldwork is completed, the team will regroup and discuss what was learned, what worked well, and what areas need improvement or additional help.

#### Client Hand-off

Before the Accruent team leaves the client site they will look to schedule follow-up sessions. These will serve as check-in points to ensure all is going well with the newly established program.

### 3 - Support

#### Navigator Program Support Hours

The Navigator Program also includes up to 24 hours of enhanced support (available for 90 days after the fieldwork training is completed) to ensure their program is successful. Some of the item's clients may want to use these support hours for include:

- **Ask the Expert** - In addition to standard Accruent customer support, Navigator Program customers have exclusive access to the Accruent solutions team to help keep your newly established program running like a fine-tuned engine.
- **Scheduled Program Check In** - As a complement to the ad-hoc "Ask the Expert" access, the Accruent team will schedule a follow-up call / Web-based session to ensure VFA.auditor and the workflow process is proceeding as expected. Customers will often use this session to queue up some general questions about the product, process, and upcoming functionality.
- **Enhancing System Template Library** – Although the existing System Template Library contains over 800 systems templates, additional templates may be needed for specific assets. Accruent can create additional system templates and or/train client staff on how to do the same.

### FAMIS QuickStart Implementation

Client acknowledges that its participation and cooperation is both required and critical for the success of the Project. The following obligations and assumptions are based on information provided by Client to Accruent relating to the Project and Client's current business systems as of the date of this SOW and have been used to develop Accruent's fees. Deviations from these obligations and assumptions may lead to commensurate changes in the timeline and consulting fees.

This scope of services represents a FAMIS 360 Quick Start Implementation. A Quick Start Implementation has a condensed timeline; what would otherwise require 20 to 24 weeks to implement is condensed into 12 weeks with a Quick Start. This condensed timeline requires that the Client meet more often each week and that the client will have increased responsibilities during those 12 weeks. Other aspects of a Quick Start Implementation include:

1. The Client will start with configurations previously established in the Production environment.

2. There is no UAT (testing) period in a Quick Start Implementation.
3. Data is loaded directly to the Production environment.

#### 4. Project Management and Administration Services

4.1. Accruent will provide Project Management services for the duration of this engagement, including the following:

- 4.1.1. Project initiation and project kick-off meeting
- 4.1.2. Development and maintenance of high-level project plan
- 4.1.3. Provide project status reports
- 4.1.4. Primary point of contact for the Client throughout implementation
- 4.1.5. Coordination of Accruent and AppTree resources

4.2. Accruent resources will provide guidance in configuring Accruent applications in accordance with leading practices and Client's workflow. Accruent resources will be made available for the duration of the implementation project timeline, which is estimated in the Schedule below and will be adjusted and finalized following the project kickoff.

4.3. Client participation will be required for the duration of the implementation timeline.

- 4.3.1. Client will be responsible for compiling data, configuration decisions, UAT testing, and end user training. Additional specific client responsibilities are outlined in each section below.
  - (a) Compiling data:
    - (i) Client must supply all new FAMIS 360 Cloud data to Accruent in Accruent's data collection (Excel) templates in accordance with the project schedule.
  - (b) Supplying configurations
    - (i) Client must supply all configurations to Accruent as outlined in the schedule.
    - (ii) For Go Live, Client will submit revised configurations as needed and Accruent and Client will then load final configurations into the Client's Production database in accordance with the project schedule.
  - (c) Performing end user training
    - (i) Client is responsible for all end user training. Accruent's training classes are train-the-trainer sessions, intended for and limited to core team users. Those core team users will be responsible for training the rest of Client's team members. Each of Accruent's training classes is performed one time during the implementation, unless otherwise notes below. If requested, Accruent can record the training sessions. Client is responsible for downloading and storing the recordings.

4.3.2. Client will be asked to provide a primary point of contact for the project for the duration of the project. Client primary point of contact is responsible for the following:

- (a) Act as the primary point of contact for the project. Attend calls and participate in email correspondence with Accruent.
- (b) Support the implementation schedule and the on-time delivery of FAMIS 360 Cloud.
- (c) Ensure project scope stays within the details outlined in this Statement of Work (SOW).
- (d) Assemble and coordinate the implementation team.
- (e) Ensure all implementation tasks are assigned to the appropriate staff and that the agreed upon due dates are met.
- (f) Ensure all materials, contacts and data are provided to the Accruent team as requested to meet the agreed upon implementation milestones.
- (g) Handle all communication, notifications, and training coordination.
- (h) As needed, ensure that Client resources have properly documented new workflows, processes.
- (i) Develop a transition plan from previous systems to FAMIS 360 Cloud.
- (j) Develop a go-live strategy for FAMIS 360 Cloud.
- (k) Ensure that internally developed integrations are developed, tested, and deployed in accordance to the project schedule.

4.3.3. On projects that require technical components, the Client's IT team will be required.

## 5. FAMIS 360 Cloud Infrastructure Services

5.1. Accruent will create a Production database with the following URL: 5.1.1.

[https://\[Jacksoncounty\].famis360.com](https://[Jacksoncounty].famis360.com)

## 6. FAMIS 360 Cloud Maintenance Management Implementation and Training Services

6.1. Accruent will load Maintenance Management data into the Client's Production environment.

6.1.1. Data to be loaded includes:

- (a) Full Users
- (b) Guest Users
- (c) Properties
- (d) Floors

- (e) Spaces
- (f) Request Types and Subtypes
- (g) Assets

**6.2. Accruent and Client will configure Production environment:**

**6.2.1. Accruent resources will configure settings related to the following items, if applicable:**

- (a) Crew Setup: Crew setup including crew labor rates and members for up to five (5) crews
- (b) Location Setup: One (1) Regional Hierarchy
- (c) Work Order Configurations: Two (2) Activity Groups (Reactive & PM), Priorities, and Email Formats (d) Security updates for up to five (5) Security Profiles

**6.2.2. Client resources will configure the following items, if applicable:**

- (a) User Setup
- (b) Work Order Setup: Notification and Assigned To Rules, Service Level Agreements (SLA's), and Request Type/Sub Type Level Configurations, Email Formats (if they need to vary by property), Origination Codes, Print Formats
- (c) Location Setup: Additional Regional Hierarchies
- (d) Work Order Financial Setup: Labor Costs, Materials Costs, and Other Costs
- (e) Crew Setup: Crew setup including crew labor rates and members after Accruent configures the first five (5)
- (f) PM Setup: Configuration related to Schedules and Procedures, as well as any special configurations for Assets, such as Asset UDFs
- (g) User Security: Additional user security profiles

**6.3. Accruent will lead the following training (conducted remotely via Zoom) for up to 10 users:**

**6.3.1. Working Sessions – In depth module reviews**

- (a) Regions, Properties, Floors, Spaces (1 session)
- (b) Work Orders (up to 2 sessions)
- (c) Companies, Departments, and Users (1 session)
- (d) Assets, Procedures, and Schedules (up to 2 sessions)

**6.3.2. Training Sessions – Train-the-trainer style sessions**

- (a) Regions, Properties, Floors, Spaces (1 session)
- (b) Work Orders (up to 2 sessions)
- (c) Assets (1 session)



- (d) Procedures & Schedules (up to 2 sessions)
- (e) Dashboard & Reports (1 session)
- (f) Companies, Departments, and Users (1 session) (g) Administrator (up to 2 sessions)

#### 6.4. Notes:

- 6.4.1. Any work orders (in-flight or new) will have to be added to the Work Order module by the Client directly into the system at go-live.
- 6.4.2. Maintenance Management does not include the implementation of additional Activity Groups (such as Events or Projects, or trade-related such as HVAC). Client will be trained on how to add and configure new Activity Groups directly in the system. The Client may request Accruent's support for subsequent implementation of Activity Groups. A Change Order will be required, and additional fees will apply.

### 7. FAMIS 360 Cloud Schedule and Procedure Data Loading Services

7.1. Accruent will load Preventive Maintenance schedule and procedure data into the Client's Production environment.

7.1.1. Data to be loaded includes:

- (a) Schedules (up to 5,000 records)
- (b) Procedures (up to 200 records)

### 8. FAMIS 360 Cloud Basic Inventory Implementation and Training Services

8.1. Accruent and Client will configure the Client's Production environment:

8.1.1. Accruent resources will configure settings related to the following items, if applicable:

- (a) Material classes, warehouses, units of measure
- (b) Security Updates for up to five (5) profiles

8.1.2. Client resources will configure the following items, if applicable:

- (a) Associate warehouses to users
- (b) Associate warehouses to properties

8.2. Accruent will lead the following sessions. All sessions are conducted remotely via Zoom for up to 10 users.

**8.2.1. Working Sessions – In depth module reviews**

- (a) Basic Inventory (1 session)

**8.2.2. Training Sessions – Trainthe-trainer**

- style sessions (a) Basic Inventory (1 session)

**9. FAMIS 360 Cloud Mobile App for Work Orders Implementation and Training Services**

9.1. App Tree resources will configure the Mobile App for the Client's Production environment.

9.2. AppTree will provide the following, conducted remotely for up to 10 users:

- (a) Mobile App Kick off and Configuration Meetings (2 sessions)
- (b) Mobile App Train-the-Trainer Training (1 session)
- (c) Mobile App Administrator Training (1 session)
- (d) Mobile App Go Live Support (2 weeks)

**10. FAMIS 360 Cloud Accruent Analytics Reporting Implementation and Training Services**

10.1. Accruent will provide the following:

10.1.1. Configuration of Accruent Analytics for reporting on all data currently available in Client's Production FAMIS 360 database.

10.2. Accruent will lead the following sessions. All sessions are conducted remotely via Zoom for up to 10 users. (a) Accruent Analytics Training (3 sessions)

10.3. Notes:

10.3.1. Custom enhancements to the reporting tool or changes to the data warehouse are not in scope.

10.3.2. Accruent Analytics provides a group of standard reports. Client is responsible for building all reports and dashboards and subscriptions beyond what is initially configured in Accruent Analytics.

## Services Available for Additional Purchase

Below is list of Services that can be added to the implementation. These Services are not currently included in the Statement of Work (SOW) pricing. To add any of these Services to the implementation, a Change Order will be required, and additional fees will apply.

1. UAT & Remediation
2. Accruent Analytics, including Author Licenses

## Schedule

The following table outlines the project schedule reflecting the number of weeks upon which this project has been scoped and on which the project budget was determined. The table below is a representative schedule. Accruent and Client resources will be provided for 12 weeks (+ or - 20% of the original 12-week plan). If Client requests to extend resources outside of any issues in relation to this project or this Statement of Work (SOW), Client may be subject to a Resource Extension Fee of up to 10% of the original total estimated project cost for each month of extension in addition to any fees associated with added scope or effort.

This SOW includes a Quick Start implementation. The Quick Start implementation is designed to have Clients utilizing the system substantially faster than a traditional implementation. Because of the condensed schedule, Accruent can offer valuable savings to Clients that invest in this option. Below is a schedule that outlines the level of effort required for each week in the implementation. Some weeks will require all/much of the core team's resources to ensure a successful on schedule and on budget go live.

<u>Process Group</u>		<u>Approx. Week Number</u>	<u>Approx. Number of Sessions</u>
Initiating & Planning	Initiation and Planning		
	FAMIS 360 Cloud database setup Implementation Kickoff Create Schedule Finalize Project Schedule	Week 1   Week 2	1 session   1 session
	Implementation		
	<u>Working Sessions</u>	Weeks 1-5	8 sessions
	<ul style="list-style-type: none"> <li>• Regions, Properties, Floors, Spaces</li> <li>• Work Orders</li> <li>• Companies, Departments, and Users</li> <li>• Assets, Procedures, and Schedules</li> <li>• Inventory</li> <li>• Mobile</li> </ul>		

<u>Process Group</u>		<u>Approx. Week Number</u>	<u>Approx. Number of Sessions</u>
Implementation & Training	Client to collect data and make configuration decisions	Weeks 1-5	
	Client to submit data and configurations by end of week	Week 5	
	Accruent & Client to perform data loading & configuration	Week 6	
	Training (including Mobile)	Weeks 7-8	12-14 sessions
	Go Live	Week 9	
Closing	Initiation and Planning	<u>Approx. Week Number</u>	<u>Approx. Number of Sessions</u>
	Analytics Training	Weeks 10-11	3 sessions
	Support, Closing Activities	Week 12	1 session
	<b>TOTAL PROJECT DURATION*</b>	12 weeks	

\*Client LOE – The estimate provided within this table reflects the number of meetings that are usually required for Accruent to demonstrate the topic. Client/Accruent meetings are usually 1-2 hours in length. Client understands that each week additional time outside of these meetings will be required from Client resources throughout the entire implementation period. Client must plan additional time for activities such as internal decision-making meetings, data gathering, testing and staff training. Client must commit adequate resources throughout the implementation period to ensure a successful implementation.

\*\* Weeks may overlap or run in parallel if desired, to compress the overall timeline.