

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

**A RESOLUTION** transferring \$224,000.00 within the 2017 General Fund and awarding a contract for a facility condition assessment for use by the Department of Corrections to Hellmuth, Obata, and Kassabaum (HOK), Inc., of Kansas City, MO, under the terms and conditions of Invitation to Bid No. 7-17, at a cost to the County not to exceed \$224,000.00.

**RESOLUTION NO. 19485**, May 9, 2017

**INTRODUCED BY** Scott Burnett, County Legislator

WHEREAS, the County has a need for an assessment of Department of Corrections facilities, including building systems, conditions, configurations, and operating efficiencies; and,

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 7-17 for this assessment; and,

WHEREAS, a total of 144 notifications were distributed and six responses were received, one of which was rejected as non-responsive, with the remaining bids evaluated as follows:

<b><u>BIDDER</u></b>	<b><u>POINTS</u></b>
HOK, Inc. Kansas City (Jackson County), MO	94
Shive Hattery W. Des Moines, IA	90
Treanor HL Kansas City (Jackson County), MO	82

CGL 69  
Fayetteville, GA

AEI 47  
Overland Park, KS

and,

WHEREAS, the Director of Finance and Purchasing recommends that award be made to HOK, Inc., of Kansas City, MO, as the lowest and best bidder as set forth in the attached recapitulation and analysis; and,

WHEREAS, a transfer is necessary to place the funds required for this purchase in the proper spending account; and,

WHEREAS, the County Executive recommends this transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2017 General Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund Non-Departmental			
001-5101	58020 – Buildings & Improve	\$224,000	
001-5101	56790 – Other Contractual		\$224,000

and,


BE IT FURTHER RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing; and,

BE IT FURTHER RESOLVED that the County Executive be, and is hereby, authorized to execute the attached Agreement for Consulting Services with HOK, Inc., at a cost to the County not to exceed \$224,000.00; 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  
Certificate of Passage

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

I hereby certify that the attached resolution, Resolution No. 19485 of May 9, 2017, was duly passed on May 15, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 7 Nays 0  
Abstaining 0 Absent 2

5-15-17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 5101 58020  
ACCOUNT TITLE: General Fund  
Non-Departmental  
Building and Improvements  
NOT TO EXCEED: \$224,000.00

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: 001 5101 56790  
ACCOUNT TITLE: General Fund  
Non-Departmental  
Other Contractual Services  
NOT TO EXCEED: \$224,000.00

May 10, 2017  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Financial Officer

**Memorandum**

To: Barbara Casamento, Purchasing Supervisor  
 From: Mark Trosen, Deputy Chief Operating Officer  
 Date: April 24, 2017  
 Re: RFP 7-17 Committee Evaluation and Recommendation

On February 28, 2017, Jackson County Finance and Purchasing Department received five qualified responses to the Request for Proposals 7-17 for a Facility Condition Assessment for the Corrections Department. The five responses were led by the following firms: ShiveHattery, HOK, TreanorHL, CGL Facility Management LLC and AEI Consultants.

An Evaluation Committee was composed from the following Departments: Auditor Office, Administration, Corrections, Prosecutor's Office and Public Works.

ShiveHattery, HOK and TreanorHL were identified for shortlist interviews by the Committee. The Committee's evaluation scores and ranking of firms based on RFP submissions and selected interviews are:

<b>Firm Name</b>	<b>Responsiveness</b> 5 pts. Max.	<b>Qualifications/Experience</b> 45 pts. Max	<b>References</b> 20 pts. Max	<b>Pricing</b> 30 pts. Max	<b>Total Score</b> 100 pts. Max	<b>Ranking</b> 1 being best
<b>ShiveHattery</b>	5	43	20	22	90	2
<b>HOK</b>	5	42	20	27	94	1
<b>TreanorHL</b>	5	34	19	24	82	3
<b>CGL</b>	5	25	15	24	69	4
<b>AEI</b>	3	13	10	21	47	5

The HOK team includes Ross & Baruzzini, Custom Engineering, Shafer Kline & Warren, FSC Inc., Construction Management Resources, Lerch Bates and Dax Safety & Staffing. Goals for WBE, MBE, and VBE firms were set at 5% of the contract total for each.

- WBE participation: 17% (FSC Inc. Consulting Engineers)
- MBE participation: 5% Custom Engineering
- VBE participation: 5% Dax Safety & Staffing, LLC

Based on the qualifications/experience of the consultant team, the necessity of the scope of work, and the reasonableness of the fee proposal, we recommend that the HOK team be awarded the contract for RFP 7-17 at a total fee not to exceed \$224,000.

AGREEMENT FOR CONSULTING SERVICES

RES. 19485

THIS AGREEMENT made and entered into this 16<sup>th</sup> day of May, 2017 by and between the County of Jackson, Missouri hereinafter referred to as "County" and Hellmuth, Obata & Kassabaum, Inc. hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, County requires consulting services in connection with the following: **Facility Condition Assessment for Corrections Department**, hereinafter referred to as "the Project" or "the Work"; and,

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

WHEREAS, 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 SERVICE 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 consulting and related services as stipulated in the attached scope of services from the Consultant (Exhibit A).

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 assessment includes the following buildings and structures: a) main tower (1300 Cherry); b) jail annex; c) Community Justice Building/RCC (1305 Locust); d) Albert Riederer Community Justice Center (1315 Locust)

FILED  
MAY 16 2017  
MARY JO SPINO  
COUNTY CLERK

2. The assessment of the 18 elevators within the four facilities above are excluded from the scope of service.
3. The Facility Assessment report shall be delivered in electronic format and notebook format. The data shall be in an excel spreadsheet and the report in pdf or Word.

#### 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 existing records, abatement studies, 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.
2. Provide Standard County/City forms and/or standard plans as required including contractual sections for bid documents.
3. Pay publishing costs for advertisements of notices, public hearings, request for bids, and other similar items. Pay for all permits and licenses that may be required by local, state, or federal authorities.
4. Designate a representative who will serve as the County's 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.
5. 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.

#### ARTICLE V - PERIOD OF SERVICE:

The Consultant will commence work after receiving Notice-to-Proceed from the County. All work product detailed by the scope of service shall be completed and submitted within 90 days of the Notice-To-Proceed. The general phases of work will be completed in accordance with the attached Schedule, Exhibit C, which was submitted by the Consultant.

#### ARTICLE VI - PROGRESS SCHEDULE:

The contracting parties agree that time is of the essence. Bi-monthly the Consultant shall submit a Progress Report to the County. The Progress Report will be in the form of either a bar graph or a Critical Path Method (CPM) Schedule. It shall include scheduled periods for each of the elements into which the Consultant's work is divided. The schedule periods shall also include a time allowance for review and approvals by the County. Assume two (2) weeks review time for County on each submittal.

#### 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. Notwithstanding the above, the County approves of Consultant subcontracting services to the persons or firms identified in Exhibit A.

#### ARTICLE IX - PROFESSIONAL ENDORSEMENT:

All plans, specifications and other documents shall be endorsed by the Consultant or its approved subconsultant and shall reflect the name and seal of the Professional Engineer endorsing the work, if required by Missouri Law.

#### ARTICLE X - STANDARD OF CARE

Consultant shall perform the services in accordance with the standards of care and diligence normally practiced by recognized architectural firms in performing services of a similar nature. If, during the two (2) year period following the earlier of completion or termination of the 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 Consultant of any such error within that period, Consultant shall perform, at Consultant's cost, such corrective architectural 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 records, 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. Confidential Information.  
Consultant will hold all Confidential Information in confidence and not disclose, distribute or disseminate any Confidential Information, or any documents or information derived from the Confidential Information, to any third party, except as permitted in this Agreement. Consultant may disclose Confidential Information to its employees and its agents or consultants on a need to know basis. Consultant will use the same degree of care in securing and protecting the Confidential Information from disclosure or unauthorized use as Consultant would use to secure and protect its own proprietary information. For the purposes of this Agreement, "**Confidential Information**" means all non-public, proprietary and/or confidential information directly related to the Project provided by County to Consultant. Confidential Information does not include information, which (a) is or becomes generally available to the public other than as a result of a wrongful disclosure by the Consultant; (b) was in the possession of the Consultant without confidentiality restrictions at the time of disclosure; (c) was generated independently by Consultant from sources other than the Confidential Information without violating any obligations of this Agreement or (d) was disclosed to Consultant by a third party free of any obligation of confidentiality."
3. 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 and consulting with its staff at any time during normal business hours. Conferences are to be held at the request of the County or the Consultant.
4. Accuracy of Work. The Consultant shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from

negligent 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 prompt attention to these revisions or corrections so there will be a minimum of delay to the project or to the contractor.

5. Relationship with Others. The Consultant shall cooperate fully with Consultants on adjacent projects, municipalities, local government officials, public utility companies, and others as may be directed by the County. This shall include attendance at meetings, discussions and hearings, as may be requested by the County; furnishing plans and other data as may be requested from time to time by the County, and compliance with all directives issued by the County.
6. Ownership of Documents. Plans, electronic data, and maps and specifications which are specifically prepared for this Project under this Agreement shall be delivered to and become the property of the County upon termination or completion of work, and upon Consultant's receipt of final payment. Consultant shall retain the ownership and copyrights in its standard details, drawings, and specifications. Basic survey notes, design computations and other data prepared under this Agreement shall be made available to the County upon request. All such information produced under this Agreement shall be available for use by the County. If the County incorporates any portion of the work into a project other than that for which it was performed, the County shall defend, indemnify and save the Consultant harmless from any claims and liabilities resulting from such use, including legal fees and costs of defense.
7. 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 fifteen (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. The Consultant will be responsible for any excess direct cost in addition to that provided for in this Agreement or any direct damages the County may sustain by reason of the termination of this Agreement due to a breach of this Agreement or negligent performance or prosecution by the Consultant.

8. 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.

9. Compliance with Laws. The Consultant shall keep itself fully informed of all existing and current regulations of the County, State, and Federal laws which in any way limit or control the actions or operations of those engaged upon the work, or affecting the materials supplied to or by the Consultant. It shall at all times observe and comply with all ordinance, laws, and regulations, and shall protect and indemnify the County against any claims or liability arising from or based on any violations of the same.
10. 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 subcontractors. The Consultant will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Consultant will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405(b), which are herein incorporated by reference and made a part of this agreement. 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 subcontractor 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.
11. Independent Contractor. The Consultant shall work as an independent contractor 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.
12. 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.
13. Incorporation. This Agreement along with the Consultant's proposal, fee, and schedule breakdown incorporates the entire understanding and agreement of the parties.

14. 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.
15. Safety Requirements. Consultant shall make every reasonable effort to perform the Services in a manner complying with all 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 for the safety of its own employees at all times during the performance of any Request for Services.
16. 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.

## ARTICLE XII - INSURANCE AND INDEMNIFICATION:

The County understands that it cannot be an insured on this coverage and that it is available only in a "claims made" form.

Consultant shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the Consultant are such that it may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required.

All subcontractors of the Consultant are required to carry the same coverages and limits as the Consultant. All liability policies required, except Professional Liability as indicated above, are to be written on an "occurrence" basis unless an agreement, in writing is made with County.

### 1. **Professional Liability**

The Consultant Firm shall secure Professional Liability insurance coverage with limits of \$1,000,000 each claim/\$1,000,000 aggregate.

### 2. **Commercial General Liability**

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). General 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 Medial Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

**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 "any 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. Excess/Umbrella Liability Coverage**

Consultant shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverage's listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

**6. Additional Insured & Certificate of Insurance**

The Commercial General and Automobile Liability Insurance specified above shall provide that County 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 ten (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 thirty (30) days written notice of cancellation, ten (10) days for non-payment of premium, to County. In the case

of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverages mentioned above prior to the expiration date of coverage(s).

**7. Qualifications of Insurance Carriers**

All insurance coverage must be written by companies that have an A. M. Bests rating of "B+V" or better or Lloyd's of London, and are approved by the State of Missouri to do business in Missouri.

**8. Failure to Maintain Insurance Coverage**

Regardless of any approval by the 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, County may order Consultant to stop work immediately and, upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

**9. Indemnification**

The Consultant agrees to indemnify and save harmless the County, against all damages to property, structures and utilities, personal injury, including accidental death, to the extent caused by the Consultant's negligent or willful acts or the negligent acts of the Consultant's subcontractors, agents, or employees, in the performance of work under this Agreement.

**ARTICLE XIII - PAYMENTS TO THE CONSULTANT:**

For the 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 fixed fee of \$ 224,000, as compensation for Consultant's services and expenses as set forth in the Consultant's attached Fee Schedule (Exhibit B).
2. Payments for services shall be made monthly in proportion to services performed. The Consultant will present an invoice to the County at the end of each month. Said invoice shall be approved by the Director of Corrections who will recommend payment to Consultant. The Director of Corrections will approve said invoices within five (5) business days of receipt of Consultant's invoice. If

the Director of Corrections fails to make his recommendation within said time, the invoice will be considered approved. Upon the approval of the Director of Corrections, County will pay Consultant within thirty (30) days.

#### ARTICLE XIV – LIQUIDATED DAMAGES


1. The Consultant shall pay the County Liquidated Damages (hereinafter defined) which the County hereby accepts as full payment in lieu of, and not in addition to, any and all present and future loss, costs or other damage (including, without limitation, all present and future consequential, incidental and special damage) that could incur as a result of the Consultant's failure to timely complete its services. Commencing on the fifteenth (15<sup>th</sup>) business day following the scheduled date for completion of the Consultant's services and extending until completion or termination of the Services (Liquidated Period), the Consultant shall pay the County the maximum sum of Five Hundred and No/100 Dollars (US) (\$500.00 USD) per day, for each business day of delay occurring during the Liquidated Period up to the maximum sum of \$7,500 (Liquidated Damages). In no event shall the Liquidated Period be construed to include any period of delay which: (i) is excused by contract or law; and/or (ii) results from a condition, event or circumstance beyond the Consultant's reasonable control. The Liquidated Damages owed to the County pursuant to this paragraph shall be the Consultant's maximum, cumulative and aggregate liability to the County for any and all loss, cost or other damage resulting from the Consultant's delay.

#### ARTICLE XV – ENCLOSURES & ATTACHMENTS


Scope of Services (Exhibits A)  
Fee (Exhibit B)  
Project Schedule (Exhibit C)

IN WITNESS WHEREOF, Jackson County, Missouri, has caused these presents to be executed in its behalf by its duly authorized agent; and the Consultant has hereunto set it hand and seal.

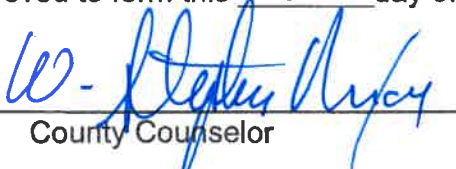
Approved by:

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

Recommended by:

  
\_\_\_\_\_  
Joe Piccirini  
Director of Corrections

Approved to form this 16<sup>th</sup> day of May, 2017.

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

ATTEST:

  
\_\_\_\_\_  
Clerk of the County Legislature

By: Thomas S. Waggoner, Sr. V.P.  
Hellmuth, Obata & Kassabaum, Inc.

### 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 \$ 224,000. which is hereby authorized.

May 16, 2017  
\_\_\_\_\_  
Date

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

FMS Agreement Number PC 51012017015

Account Code 001 - 5101 - 56790

Tax ID # 43-1723985



**Jackson County Facility Condition Assessment for Correction  
Consulting Agreement**

**Exhibit-A: Scope of Services**

Scope of Services to be performed by HOK (including proposed sub-consultants, "Assessment Team") shall include:

Facility Condition Assessment as defined by ASTM Standard E 2018 (Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment). HOK proposes the following 6 step process in response to the County's request identified in RFP 7-17 (and addendums):

**FACILITY CONDITION ASSESSMENT**

**STEP 1: FACILITY NOTIFICATION**

Beginning with the issuance of a notification letter to facility directors, we will identify the upcoming assessment efforts to be performed within their secure environment and the anticipated timing and commitment of onsite personnel assistance including:

- + Request for security escorts during onsite assessments
- + Request for onsite maintenance personnel availability for phone and face-to-face interviews
- + Submission of personnel Criminal Records Check applications

**STEP 2: QUANTITY TAKEOFFS**

Perform a comprehensive review of existing as-built drawings (including major upgrades, existing drawings, maintenance records, utilities usage, Testing, Adjusting and Balancing (TAB) reports and work orders) and previous assessment reports to identify two major factors:

Factor 1. Those areas of deferred maintenance currently known to the facility

Factor 2. Populate a database documenting each buildings' components, current age and existing quantity.

Past experience with facility assessments have shown attempting to review and document repetitive elements to be costly and inefficient. Instead, we propose to coordinate with the County to define a sampling set to be assessed and serve as the basis for defining the general condition of repetitive systems and space types.

**STEP 3: INTERVIEWS**

Conduct interviews with onsite maintenance and operations personnel to verify information gleaned from the quantity takeoff effort and identify additional maintenance/operational concerns that may not have been captured. Interviews will be conducted for each of the proposed major building components including:

- + Structural Frame / Building Envelope
- + Roofing
- + Plumbing
- + Heating
- + Air conditioning
- + Electrical
- + Life Safety
- + Interior Elements

**STEP 4: ON-SITE ASSESSMENT**

Each of the eight components identified above will be visually assessed following the E 2018 protocols and captured in a database identifying the following major elements:

- + Reference number - An arbitrary number provided for easy reference
- + Building – describes the building within the campus. Buildings to be assessed include:
  - o Jackson County Detention Center (JCDC) Main Tower
  - o JCDC Annex
  - o Community Justice Building / Regional Correctional Center (RCC)
  - o Albert Riederer Community Justice Complex
- + Room type – describes the room being assessed
- + Discipline – describes the discipline responsible for the assessment
- + System – describes the system being assessed
- + Component – describes the systems' component being assessed
- + Quantity – describes the amount of a specific component

## Jackson County Facility Condition Assessment for Correction Consulting Agreement

- + Unit of measure – identifies the unit of measurement utilized to define the component
- + Expected life – describes the anticipated expected life of a component assuming routine maintenance is performed
- + Last major action – identifies any upgrades/repairs which may have been performed, thus affecting the initial install date of a component.
- + Component description – a description of the component being assessed
- + Condition rating – The observed condition of the component. The following condition ratings will be utilized:
  - o Excellent - Superior aging performance. New component, functioning as intended, no deterioration observed.
  - o Good - Normal result. Functioning as intended; normal deterioration observed based on age and general environment.
  - o Fair - Functioning as intended; evidence of some degradation or deficient operation. Component/ system approaching the end of typical service life. Repairs necessary to maintain functionality.
  - o Poor - Not functioning as intended; evidence of serious collective degradation or deficient operation; potential for failure, system at end of service life. Repairs necessary to restore functionality.
  - o Failed – System is no longer operating to design intent or exhibiting total failure; significant deterioration and major distress observed, possible damage to support structure; may present a risk to people or materials.
- + Observations – description of general observations related to components
- + Photo - Reference to photograph. Photograph numbers will correlate to reference numbers (see above), with letters following for multiple photographs per component.
- + Brief description of recommended remediation/repair
- + Category - A description of the type of recommendation. The following categories will be used:
  - o Code/Standards - Work necessary to comply with current, applicable Codes, Regulations & Standards.
  - o Life Cycle - Future replacements/renewals based on typical service life. Timing may change as event approaches, depending on the maintenance, wear, use, etc. of the system or component.
  - o Functionality - Repair or replacement is necessary due to a loss of functionality (i.e. system no longer performing/operating as required, or damage/deterioration is impacting functionality of the system/component).
  - o Health & Safety - Current status poses a risk to occupants (i.e. loose brick on exterior wall, trip hazard)
- + Timing - The year in which the recommendation is to occur
- + Cost – The opinion of probable cost of the recommendation
- + Recommendation – A description of the recommendation for repair
- + Frequency – Anticipated timing until the next occurrence

### **STEP 5: OPINION OF PROBABLE COST**

Findings of Step 4 will be reviewed with County representatives to prioritize identified corrective measures. Additionally, a database to identify the opinion of probable cost will be developed. Lastly, cost factors anticipated for the remediation of identified maintenance and repair items will be projected to quantify the anticipated costs associated with the continued deferral of maintenance over one year, five year and ten year intervals.

### **STEP 6: RECOMMENDATIONS FOR UPGRADE**

Following the identification and quantification of existing deficiencies, we will offer recommendations for potential upgrades to maximize the future efficiencies of the facilities. Specifically, we will identify potential energy and sustainable performance upgrades of the MEP systems; or conversely, identify portions of the MEP systems that may be using excessive energy. By observing systems in actual operation, we will look for opportunities to improve or enhance operation, decrease overall energy and/or maintenance cost, or prolong the life of the equipment. Each recommendation will include a projected first cost and a projected cost-benefit.

### **AMERICAN CORRECTIONAL ASSOCIATION CODE (ACA):**

Our efforts related to evaluating your facility to the latest ACA standards will center on assessing compliance with current ACA Adult Local Detention Facility Standards including capacity, space size, distribution of showers, toilets and lavatories, lighting levels, air changes, and temperature control. Evaluation will include assessment of ACA 4-ALDF-1A-15 (light level measurements in personal grooming areas at writing surfaces), noise level testing as defined by ACA 4-ALDF-1A-18 for agreed upon representative samples with assistance from the County to gather required decibel readings occurring during night time operations. HOK will review the facilities' ventilation reports (as required by each accreditation cycle) for conformance with AVCA 4-ALDF-1A-19. Additionally, a review of your facilities for sightlines, hidden areas and other

**Jackson County Facility Condition Assessment for Correction  
Consulting Agreement**

factors not in compliance with the Prison Rape Elimination Act (PREA) will be conducted. A report of findings will be generated identifying prioritized areas of concern and recommended strategies for correction. An opinion of probable cost will be provided identifying the anticipated costs needed to meet the current standards of ACA.

**MISSION CRITICAL ELEMENTS:**

Assessment team will review your existing critical systems to determine current and future maintenance needs, operational performance, reliability and redundancy availability. Systems to be evaluated include normal and emergency power systems, fire detection and suppression systems, water storage, smoke detectors, fire extinguishers and emergency lighting and security electronic control systems (specifically - door control systems (for cells, main movement doors, perimeter doors, vehicle sally port doors, etc.); intercom systems; telephone system; guard watch tour system; touch screen control stations; hard panel controls; overall integrated network; access control system; CCTV system and its storage capacity; and your central and pod control rooms and their stations). Additionally, we will look for opportunities to improve or enhance operations, decrease overall energy and/or maintenance costs, and options to prolong the useful life of existing systems. Each recommendation will include a prioritization rating, projected first and future cost and a projected cost-benefit.

**End of Exhibit-A**

RFP 7-17  
Jackson County Facility Condition Assessment for Correction  
Consulting Agreement

**Exhibit-B: Fee**

Lump sum fee for services identified in Exhibit-A, including expenses:   **\$224,000**

Anticipated fee distribution by firm (subject to modification based on finalization of sub-consultant agreements):

FIRM	SCOPE	PERCENTAGE OF FEE	M/W/VBE
HOK	PM, Interiors (lead)	20.71%	n/a
Ross & Baruzzini	HVAC/Mission Critical/FLS	27.78%	n/a
Custom	HVAC (support), Interiors (support)	5.00%	MBE
SKW	Structure / Envelope	18.53%	n/a
FSC	Code / ACA	16.95%	WBE
CMR	Cost estimating	6.03%	n/a
Dax	Roofing, Interiors (support)	5.00%	VBE
	<b>TOTAL</b>	<b>100%</b>	<b>26.95%</b>

**End of Exhibit-B**

### **Exhibit-C: Project Schedule**

1. PROJECT KICK-OFF (WEEK 1)
  - a. Execute prime agreement with County (for the purposes of Exhibit-C, the date of execution shall serve as Notice to Proceed and start of Period of Service as defined by Article V of the Agreement for Consulting Services)
  - b. Kick-off session (face-to-face (FTF) meeting with County (1 day))
    - i. Receive requested archival data, including, but not limited to:
      1. Complete electronic as-built drawings for all buildings, including major upgrades
      2. Complete project specifications
      3. Historical utility usage data
      4. Maintenance records
      5. Testing, Adjusting and Balancing (TAB) reports
      6. Work orders
      7. Previously conducted assessment studies
      8. Abatement studies
      9. Maps
    - ii. Confirm proposed schedule with County and affected user-groups
    - iii. Confirm County's Designated Representative as defined by prime agreement Article IV.4
    - iv. Confirm systems to be assessed by Assessment Team
      1. Building components and code compliance
      2. Mission Critical elements
      3. ACA elements
    - v. Confirm repetitive element sampling size
    - vi. Issue notifications to facility director, including:
      - a. Request for security escorts during onsite assessments, with dates and names of Assessment Team members
      - b. Request for onsite maintenance personnel availability for phone and face-to-face interviews, with anticipated dates
      - c. Submission of personnel Criminal Records Check applications
2. DISCOVERY (WEEK 2)
  - a. Review information supplied by County in Exhibit-C 1.c.i
  - b. Initiate quantity takeoffs
    - i. Define existing buildings metrics
      1. Footprint
      2. Heights
      3. Floors
    - ii. Unit counts
    - iii. Define/confirm types of major elements
    - iv. Define most recent installation dates of major elements
  - c. Initiate cost estimating database development
  - d. Initiate development of visual inspection forms and plans

- e. Provide certificates of insurance as required by prime agreement Article XII section 6
- 3. INTERVIEWS (WEEK 3)
  - a. Finalize Exhibit-C 2.b
  - b. Conduct interviews (onsite) with user groups identified in Exhibit-C 1.c.v.b
  - c. Modify/refine Exhibit-C 2.c and 2.d based on findings of Exhibit-C 3.a
  - d. Issue Progress Schedule as identified in Article VI of prime agreement.
- 4. VISUAL ASSESSMENTS (WEEKS 4, 5, 6 AND 7)
  - a. Perform on-site visual inspections as described by ASTM E2018.
    - i. Assess condition of systems and sample sets for current physical condition
    - ii. Populate inspection forms for assessed elements including:
      - 1. Current condition
      - 2. Current deficiencies
      - 3. Assignment of condition rating and category (see Exhibit-A)
    - iii. Quality control review of field inspections
      - 1. Populate cost estimating database
  - b. Issue Progress Schedule as identified in Article VI of prime agreement.
- 5. DRAFT REPORT OF FINDINGS (WEEKS 8 & 9)
  - a. Prepare draft report of findings resulting from visual inspections
  - b. Prepare a draft report of findings resulting from ACA compliance review
  - c. Prepare a draft report of findings resulting from Mission Critical review
  - d. Issue Progress Schedule as identified in Article VI of prime agreement.
- 6. SUBMIT DRAFT REPORT TO COUNTY (WEEK 10)
  - a. Review initial findings with County
  - b. County review and comment period (including "other agencies involved", 3 business days)
  - c. County issues review comments to Assessment Team
- 7. DRAFT "FINAL" REPORT (WEEK 11)
  - a. Review and modify draft report
    - i. Address County's review comments from Week 10
      - 1. Provide written response to each County comment documenting revisions, if any, to draft report
  - b. Issue Progress Schedule as identified in Article VI of prime agreement.
- 8. ISSUE FINAL STUDY (WEEK 12)
  - a. Review final study with County (FTF meeting, 1 day)
    - i. Provide final facility assessment report to County (electronic format (excel/word) and notebook format).

**End of Exhibit-C**