



**TIMMONS GROUP**  
YOUR VISION ACHIEVED THROUGH OURS.

**LETTER OF AGREEMENT**

**Client:** Jackson County, MO **Date:** 05/07/2013

**Project Description:** Enterprise Geographic Information System Planning, Design, and Implementation

**Project Name:** ESRI Parcel Fabric Implementation Services

**Client Contact:** Amber Reynolds, GISP, Assistant Director of IT/GIS

**Client Phone:** 816-881-1734

**Timmons Group Project Manager:** Randy Trott, LS

Timmons Group is pleased to offer this scope of services for ESRI Parcel Fabric Implementation Services, requested under Jackson County, MO request for Proposals, **Professional GIS Services, RFP #017-13**. Timmons Group is the ideal partner for this project because of our commitment to understanding your vision.

Our services outlined in this agreement dated May 07, 2013 will be performed for the fixed fee cost amount of **\$133,000.00**, in accordance with Attachment A, Scope of Services.

By signing this *Letter of Agreement*, you indicate that you have read and accepted the terms of this proposal (Attachment A), which includes the Scope of Services, Fee Proposal, Schedule, and General Terms and Conditions (Attachment B).

We will proceed upon receipt of this signed agreement.

Acknowledged & Accepted:

<b>FILED</b>
JUN 10 2013
MARY JO SPINO COUNTY CLERK

CLIENT

Timmons Group

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## Attachment A: Scope of Services

### 1. Project Management and Discovery

Timmons Group proposes to accomplish the scope of services following the three phased implementation delivery approach. This is an interactive approach that is designed to engage County technology staff and key stakeholders to get a clear picture of the geospatial requirements and maximize the support for the resulting Workflow Manager based Data Management workflows and tool deliverables.

#### 1.1. Project Management Plan Development and Administration

Timmons Group's Project Manager will prepare and administer a Project Management Plan. The plan will specify the services and activities that will be provided by Timmons Group in support of the overall implementation. Roles and responsibilities are identified for each stakeholder, as well as specific services and time frames. When appropriate, sections within this document correspond to specific tasks and project milestones identified in the Project Schedule.

The Project Plan will contain information on the project approach covering the following areas:

- Detailed Project Schedule;
- Detailed Project Deliverable Overview, including signoff documents and fiscal plans;
- Issue and Risk Management;
- Change Management;
- Project Status communications and monitoring documents;
- Quality Assurance Plans; and
- Project Closeout Documents.

Timmons Group will draft and submit a draft Project Management Plan to the County for review and comment. Upon receipt of comments, Timmons Group will incorporate any changes as mutually agreed upon and issue a final version. The County will be responsible for approving the final Project Management Plan (PMP) before this process is put into effect for the duration of the project.

#### Timmons Group Deliverables:

- Within one (1) week prior to initial kickoff meeting, Timmons Group will draft a project management plan for County review.
- Timmons Group will modify the PMP based on Jackson County comments and submit a final draft for approval.

#### 1.2. Initial Kick-off meeting and minutes (On-site)

An initial on-site Kick-Off Meeting will be held to establish the necessary Program Management protocols to be adhered to by both the Timmons Group team and Client team members. The initial

meeting shall be attended by the Timmons Group Project Manager, and lead technical staff. The meeting agenda will include:

- Team Introductions;
- Deliverables Overview;
- Review Roles and Responsibilities; and
- Review Initial onsite visit preparation and activities.

The Project Manager shall be responsible for the development of minutes associated with this meeting, including items discussed, action items, and next steps.

### **1.3. Requirements Gathering**

Timmons Group will conduct on-site workshop style meetings with the County's GIS staff to review the existing environment, Geodatabase Models, and other relevant IT infrastructure topics. During the workshop, functional requirements will be gathered and discussed to ensure the proper development and deployment of Production Mapping tools.

### **1.4. Implementation Plan**

The Timmons Group team will develop an implementation plan which focuses on transitioning the current Geodatabase and Data management Tools to the Parcel Fabric/Workflow Manager/Production Mapping framework, making the data editing experience both uniform and available to users within the County's data management framework. The Implementation Plan shall include the identification and documentation of business process gaps, functional requirements for the Production Mapping environments, configuration, testing, abandoning the legacy system, training, and maintenance of the new system. The implementation plan will also address how our Team intends to perform requirements management, configuration management, and change management.

Implementation Plan components will include:

- Functional requirements for Parcel Fabric and Workflow Manager Components;
- Data Migration and Acceptance Plan;
- Installation / Configuration Deployment;
- System Testing and Acceptance Plan; and
- Data Management and End User Training Plans.

The completed implementation plan will provide the details needed to guide the Timmons Group team and the County's GIS/IT team through the development (installation, configuration, and acceptance testing) and implementation (end-user training and go-live) of the GIS. The Implementation plan document is intended to be a compendium of Implementation requirements from this phase of the project. The Implementation Plan will serve as the document of record for the implementation and future transition and management activities.

## 2. Parcel Fabric Migration

Timmons Group follows Esri's best practices on migrating parcel polygons into Parcel Fabric. The following sections define the workflow Timmons Group implements in such migrations.

### 2.1. Parcel Fabric Data Modeling

Timmons Group will conduct a workshop to review the current parcel layer(s) organization and schema to accommodate the County's data into Parcel Fabric. The schema will be based on Esri's Local Government model. At this time, any schema changes recognized by the County or Timmons Group will be included in the data model. During the workshop the following items will be addressed:

- Parcel types or subtypes and subtype fields
- Common line types and categories
- Control point rules
- Review and refinement of domains and default values
- Additional fields to accommodate the County's data
- Related tabular and spatial data

Based on the results of the workshop, Timmons Group will create the Parcel Fabric Data Model in a Microsoft Visio file document and Fields Rules Matrix in Microsoft Excel format which will be submitted to the County for review and comment. Timmons Group will incorporate the changes, as mutually agreed, and deliver final versions based on the model review phase.

Timmons Group Deliverables:

- An empty Parcel Fabric model in a file Geodatabase
- Final Parcel Fabric modeled in Microsoft Visio format
- Fields Rules Matrix in Microsoft Excel format

### 2.2. Staging

Per Esri Parcel Fabric best practices, the new Parcel Fabric model for the County will be incorporated into a transitional Parcel Fabric model, which is represented by multiple polygon feature classes in a staging Geodatabase. The parcel layer(s) may be subdivided into separate feature classes to signify non-overlapping geometries. The County's data will be loaded into these feature classes using an extract, transform and load (ETL) tool. This ETL tool will be created with Esri's Data Interoperability tool utilizing FME. This tool will transfer source data into the transitional Parcel Fabric target using field maps, value maps, and SQL statements during translation and will be repeatable if needed.

### 2.3. Parcel Fabric Preparation

In order for the staging feature classes to be imported into Parcel Fabric, polygons must participate in a topology with very specific rules. During the Preparing process, lines are created from the polygons and both of these are included in a topology. All errors returned by the topologies are cleaned before migrating the topologies into the empty Parcel Fabric model. Timmons Group will submit this staging Geodatabase to the County for review and comment.

## 2.4. Migration

All topologies from the Preparing stage will be loaded into the Parcel Fabric model designed during the Modeling process. The data may be split into geographic batches to improve loading performance. The result of this processing will be validated by checking fabric tools and Data Reviewer check. Any issues or errors from load will be corrected. This step can be repeated if batching is not optimal after load.

### Timmons Group Deliverables:

- A populated and validated Parcel Fabric model in a Geodatabase format.

## 3. Lot Development in Parcel Fabric

Timmons Group will use Esri's **Data Interoperability Extension** to generate Lot polygons from existing Lot Tic features. This process will be repeatable and will include:

- Extending the lines to form enclosed areas
- Running topology and Data Reviewer checks on lines and fixing errors
- Generating polygons from the lines
- Merging Lot Numbers into the lot polygons

Timmons Group will incorporate a robust Data Reviewer regimen to review problematic areas in the migration. At the end of this process, the resultant polygons and lines will be incorporated into the Parcel Fabric.

### 3.1. Quality Assurance

Timmons Group will implement our infrastructure for quality control and assurance (QA/QC) in support of all of our database development services. Our project team will be using this infrastructure to perform the data development quality assurance and quality control for this task. This infrastructure has two levels of quality control as detailed below.

### 3.2. Automated Batch Processing

As part of the overall QA/QC processes, the following batch processing algorithms are performed against the digital parcel conversion databases:

- Automated topology checks are to ensure that all spatial rules are followed
- Automated and manual graphical verification routines to ensure that any annotation placement and symbol placement requirements are met
- Automated lot verification routines to ensure that all lots have valid lot numbers, and that identification numbers are not duplicated.

## 4. Workflow Manager Tool Configuration and Implementation

The Timmons Group team will include a section in the Implementation Plan which focuses on transitioning the current set of parcel management tools to the Workflow Manager framework, making

the data editing experience both uniform and available to all users. The Implementation Plan will include the identification and documentation of business process gaps, functional requirements for the Workflow Manager environments, configuration, testing, abandoning the legacy system, training, and maintenance of the new system.

#### **4.1. Identify and Document**

Timmons Group will conduct an on-site workshop style meeting with the Jackson County GIS staff to review the existing workflows. During the workshop, functional requirements will be gathered and discussed to ensure the proper configuration and deployment of Workflow Manager Tools.

As part of the workshop, Timmons Group will meet with the individual editors to understand processes, concerns, and current workflows in detail. The goal with this Identify process is to understand the complete workflow picture as it is now, what may change, and how to structure the components to support daily operations.

##### **Timmons Group Deliverables:**

- A Visio diagram outlining the logical organization of current workflows
- Discovery Document detailing the processes and their translation into the Workflow Manager applications

#### **4.2. Configuration**

Timmons Group will assist in the creation and testing of workflows based on the Implementation Plan. This environment will closely resemble the County's which will utilize SQL Server 2008 R2 and ArcSDE 10.1. This process begins with determining the functional requirements and configuration setup for the system applications – Workflow Manager, Task Assistant Manager or Data Reviewer. During this phase, Timmons Group will assist the County with setting up a testing environment for the components.

#### **4.3. Workflow Manager**

The Timmons Group team will work with Jackson County to establish appropriate Esri Workflow Manager Extension (WMX) configurations. ArcGIS Workflow Manager will enable the County to develop and enforce standard, repeatable GIS workflows across the enterprise data management environments, ensuring that the right work is completed correctly by the right person or team at the right time. The Workflow Manager Implementation component will focus on organizing and automating the relationships between editing activities in the County's production environment (including non-GIS activities), with the objective of minimizing reduce errors and optimizing staff time.

#### **4.4. Task Assistant Manager**

The Task Assistant Manager (TAM) component of Workflow Manager will be used to define editor workflows to assist in the stepwise approach to parcel fabric geometry and attribute editing. The workflows will have a series of steps that will walk the editors through various data maintenance tasks. Workflows developed as part of this application will be accessed within ArcMap and will be

utilized to reduce mouse clicks, maintain consistent editing practices, provide smart editing for connectivity and other database driven rules, and provide data validation. The workflows will be designed set up the ArcMap environment as the editor goes through the steps of the edit process. Setting up the edit environment with each step includes setting the target layer, selectable layers, snapping, and other settings which are critical for valid editing. It will allow the user to flow through the edit process without having to change these settings as they move from task to task.

#### **4.5. Data Reviewer**

Timmons Group will develop a Data Quality Assurance Strategy that will define aspects of the quality assurance program to be implemented within the Workflow Manager Framework. The Data Quality Assurance Strategy will also document and describe relevant Data Reviewer quality control checks that Timmons Group will establish to enable Jackson County to perform quality control on data it is maintaining. There are a wide variety of quality control measures that Data Reviewer is capable of – our project team will consult with Jackson County to ensure the appropriate data review elements are in place and performing in accordance with function requirements needs.

Checks will be designed to verify the Integrity of both spatial and data attributes. The team will configure automated QA/QC tools to check data resulting from the TAM-driven editing process. These tools will also verify that the linkages between the GIS and the related attribute tables have been maintained and will verify the validity of the parcels based on the object model.

#### **4.6. Testing and Acceptance**

Once Timmons Group develops and tests internally, these workflows will be deployed to a Jackson County testing environment for the County to review and comment. Timmons Group will incorporate the changes, as mutually agreed, and deliver final versions based on the review phase. With acceptance of the system and tools, Timmons Group will provide support for transferring the tools and applications into a Production environment.

##### **Timmons Group Deliverables:**

- Approximately 40 hours of Production Mapping tool configuration.
- Deployment documents will include user guides and an admin guide for maintaining components and setup of system.
- Operational systems in Production and Testing environments.

#### **4.7. Documentation and Training Support**

##### **4.7.1. Standard Operating Procedures**

Timmons Group shall create Standard Operating Procedures (SOPs) documentation for the project deliverables. The primary application of the SOPs is to govern how the County will utilize and maintain the Enterprise GIS environment within the specific context of the Parcel Fabric/Workflow Manager Environment. These documented procedures will address the control data input into the system(s) of record, and generally define for the users, the procedures and methodologies to be employed across user administrations in their day-to-day use of the



system. A set of SOPs shall be developed, with the following elements to be covered by the documentation:

- SOP document will provide a reference for consistency in the performance of all key business processes configured within the Workflow Manager toolsets.
- SOP document will provide documentation of the “hands-on” training experience and aid greatly in the retention of the training material.
- SOP document will be used as training materials specific to the County’s GIS management and user needs.
- SOP document shall outline the TAM and DR workflows so they will address the functions required to navigate the data editing environments.

#### **4.7.2. On-site Training and Knowledge Transfer**

Timmons Group will provide the County with the appropriate Workflow Manager/Production Mapping Training (Manager and End user) for Parcel Fabric maintenance, quality assurance, and map output production. Timmons Group will provide sufficient Parcel Fabric based data maintenance training to County. **Our most successful training plans involve approximately 5 days of initial training on real-world data edits, along with several additional days of follow-up support to solidify maintenance concepts and methods.**

Immediately upon completion of the End-User Training tasks, Timmons Group Team members will provide on-site knowledge transfer in order to assist the newly empowered Enterprise GIS management staff with the keys to successful managing the system long term. Timmons Group will develop documentation specifically tailor towards the County’s installation environment.

#### **Timmons Group Deliverables:**

- End User Documentation on Production Mapping Tools.
- 5 total days of on-site Production Mapping tool configuration.

5. Project Schedule and Cost

Task Name	Duration	Start	Finish	Predecessors	Subtotal	Total
Professional GIS Services	102 days	Mon 5/20/13	Tue 10/8/13			\$133,000.00
Project Startup and Kick-Off Meeting	1 day	Mon 5/20/13	Mon 5/20/13			\$6,350.00
Parcel Fabric Migration	72 days	Tue 5/21/13	Wed 8/28/13			\$67,400.00
Parcel Fabric Data Model	17 days	Tue 5/21/13	Wed 6/12/13		\$21,480.00	
Modeling Workshop	2 days	Tue 5/21/13	Wed 5/22/13	2	\$6,960.00	
Develop Data Model	5 days	Thu 5/23/13	Wed 5/29/13	5	\$5,240.00	
Data Mapping Matrix	5 days	Thu 5/30/13	Wed 6/5/13	6	\$9,280.00	
County Review	5 days	Thu 6/6/13	Wed 6/12/13	7	\$0.00	
Data Migration	15 days	Thu 6/6/13	Wed 6/26/13		\$14,360.00	
Define and Setup ETL Process	5 days	Thu 6/6/13	Wed 6/12/13	7	\$6,680.00	
Define QA/QC / Data Reviewer Configuration	5 days	Thu 6/13/13	Wed 6/19/13	10	\$5,480.00	
Migration Source Data Setup	5 days	Thu 6/20/13	Wed 6/26/13	11	\$2,200.00	
Migration Pilot	12 days	Thu 6/27/13	Fri 7/12/13		\$6,720.00	
Pilot Migration Process	5 days	Thu 6/27/13	Wed 7/3/13	9	\$4,240.00	
Pilot Migration Internal QA/QC	2 days	Thu 7/4/13	Fri 7/5/13	14	\$2,480.00	
Client review	5 days	Mon 7/8/13	Fri 7/12/13	15	\$0.00	
Batch Migration	33 days	Mon 7/15/13	Wed 8/28/13		\$24,840.00	
Migration Batch 1	12 days	Mon 7/15/13	Tue 7/30/13		\$6,080.00	
Process	5 days	Mon 7/15/13	Fri 7/19/13	13	\$5,040.00	
Internal QA/QC	2 days	Mon 7/22/13	Tue 7/23/13	19	\$1,040.00	
Client review	5 days	Wed 7/24/13	Tue 7/30/13	20	\$0.00	
Migration Batch 2	12 days	Wed 7/24/13	Thu 8/8/13		\$6,600.00	
Process	5 days	Wed 7/24/13	Tue 7/30/13	20	\$5,560.00	
Internal QA/QC	2 days	Wed 7/31/13	Thu 8/1/13	23	\$1,040.00	
Client review	5 days	Fri 8/2/13	Thu 8/8/13	24	\$0.00	
Migration Batch 3	12 days	Fri 8/2/13	Mon 8/19/13		\$6,080.00	

Task Name	Duration	Start	Finish	Predecessors	Subtotal	Total
Process	5 days	Fri 8/2/13	Thu 8/8/13	24	\$5,560.00	
Internal QA/QC	2 days	Fri 8/9/13	Mon 8/12/13	27	\$520.00	
Client review	5 days	Tue 8/13/13	Mon 8/19/13	28	\$0.00	
Migration Batch 4	12 days	Tue 8/13/13	Wed 8/28/13		\$6,080.00	
Process	5 days	Tue 8/13/13	Mon 8/19/13	28	\$5,560.00	
Internal QA/QC	2 days	Tue 8/20/13	Wed 8/21/13	31	\$520.00	
Client review	5 days	Thu 8/22/13	Wed 8/28/13	32	\$0.00	
Lot Line Creation	37 days	Mon 7/15/13	Tue 9/3/13			\$38,000.00
Lot Line Creation	7 days	Mon 7/15/13	Tue 7/23/13		\$11,320.00	
Develop Geoprocessing and ETL	5 days	Mon 7/15/13	Fri 7/19/13	13	\$9,280.00	
Testing	2 days	Mon 7/22/13	Tue 7/23/13	36	\$2,040.00	
Lot Line Feature Class Development	30 days	Wed 7/24/13	Tue 9/3/13		\$26,680.00	
Processing	20 days	Wed 7/24/13	Tue 8/20/13	35	\$21,200.00	
Internal QA/QC	5 days	Wed 8/21/13	Tue 8/27/13	39	\$5,480.00	
Client review	5 days	Wed 8/28/13	Tue 9/3/13	40	\$0.00	
Production Deployment	10 days	Wed 9/4/13	Tue 9/17/13		\$6,750.00	
Planning	3 days	Wed 9/4/13	Fri 9/6/13	3,34	\$2,960.00	
Deployment	2 days	Mon 9/9/13	Tue 9/10/13	43	\$760.00	
Testing in Production	5 days	Wed 9/11/13	Tue 9/17/13	44	\$3,030.00	
Workflow Manager Configuration and Training	23 days	Wed 9/4/13	Fri 10/4/13			\$11,620.00
Workflow Implementation	23 days	Wed 9/4/13	Fri 10/4/13		\$11,620.00	
Workflow Design	5 days	Wed 9/4/13	Tue 9/10/13	34,3	\$3,320.00	
On Site Training	10 days	Wed 9/11/13	Tue 9/24/13	48	\$4,100.00	
Revise Workflows per County input	5 days	Wed 9/25/13	Tue 10/1/13	49	\$1,900.00	
Additional Training / Knowledge Transfer	3 days	Wed 10/2/13	Fri 10/4/13	50	\$2,300.00	
Project Completion Documentation	2 days	Mon 10/7/13	Tue 10/8/13	46,34,3	\$2,880.00	
Project Complete	0 days	Tue 10/8/13	Tue 10/8/13	52	\$0.00	

Pricing is all inclusive and includes all estimate costs, including: travel and housing; administrative costs; consultation costs; installation and training costs and on-site services. Pricing includes all costs to provide services as described within this Request for Proposal.

**Additional Hourly Rates:**

Timmons Group has included additional hourly rates should the County desire additional services above the current requested scope of services. This may include the desire for additional workflow configuration, training, or other needs.

<b>Resource Type:</b>	<b>Cost</b>
Project Manager /Senior Consultant	\$180 / hour
Senior GIS Analyst / Technical Lead	\$95 / hour
GIS Analyst	\$ 65 / hour

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## Attachment B: General Terms and Conditions

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### I. SERVICES

**GENERAL:** The Scope of Services (hereinafter referred to as the "Services") performed under this Agreement shall be as described in TIMMONS GROUP's proposal or other cover document of which these General Terms and Conditions are made a part. The Services, fee proposal, schedule for the completion of the Services, letter of agreement and/or other cover document, as well as these General Terms and Conditions are hereinafter referred to as the "Agreement." TIMMONS GROUP's professional services with regard to the specific properties covered by this Agreement and subsequent Change Orders, if any, shall hereinafter be referred to as the "Project" or "Projects."

**CHANGES:** The CLIENT may, by written order and without notice, propose changes in, additions to or deletions from the Services. If any such change increases or decreases the time or effort required to perform the Services, a Change Order will be prepared for execution by the CLIENT. The project schedule and payments will be adjusted as mutually agreed upon by the CLIENT and TIMMONS GROUP. TIMMONS GROUP shall make changes in the Services and/or perform additional professional services and receive compensation for such efforts only upon the express prior written authorization of the Change Order by the CLIENT. Separate Change Orders signed by authorized representatives of TIMMONS GROUP and the CLIENT may, from time to time, describe and incorporate into this Agreement additional or different professional services to be performed under this Agreement. Consequently, the General Terms and Conditions shall apply to the Change Orders except to the extent expressly modified by such Change Order.

**TIME LIMITATION:** The fees, schedules, terms and conditions presented in the Agreement are valid for a period of thirty (30) calendar days from the date of TIMMONS GROUP's proposal. If both parties do not execute this Agreement within that time period, TIMMONS GROUP reserves the right to withdraw or modify the Agreement solely at its discretion. This proposal is valid for a period of one year from the date all parties execute the Agreement. After one year, TIMMONS GROUP retains the right to adjust stipulated rates and fees in accordance with economic changes and/or changes in the regulations governing the Services described herein.

### II. SCHEDULE

**GENERAL:** The provisions of this section and the various rates of compensation for TIMMONS GROUP's professional services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. TIMMONS GROUP shall perform the Services in accordance with the "Project Schedule," incorporated by reference into this Agreement. TIMMONS GROUP shall assign the Services to such qualified personnel in sufficient numbers to complete the Services according to the project schedule. The CLIENT will examine TIMMONS GROUP's studies, reports, proposals, and other

project-related documents and render decisions required by TIMMONS GROUP in a timely manner.

**AUTHORIZATION TO PROCEED:** Execution of the "Letter of Agreement" by the CLIENT will be authorization to proceed with the Services.

**PROMPT NOTICE:** TIMMONS GROUP will provide verbal or written notice to the CLIENT whenever TIMMONS GROUP gains actual knowledge of and appreciates any development that affects the scope or timing of the CLIENT'S Services. If CLIENT fails to give prompt written authorization to proceed with any phase of the Services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 120 calendar days after completion of the construction documents in the Final Design Phase, TIMMONS GROUP may, after giving seven days written notice to the CLIENT, suspend its Services under this Agreement.

### III. COMPENSATION

**INVOICING AND PAYMENTS:** The CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of the TIMMONS GROUP's invoice to make payment in full for the Services rendered by TIMMONS GROUP. Invoices for TIMMONS GROUP Services shall be submitted, at TIMMONS GROUP's option, either upon completion of such Services or on a monthly basis based on the value of the completed Services. Any expenses, such as, printing, courier, telephone and outside consultants not listed in the Services will be invoiced as "Time and Material" and will include a 10% handling charge. The CLIENT shall pay for all required permits and review agency submission fees that are associated with the performance of the Services. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, TIMMONS GROUP may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, terminate this Agreement and the performance of the Services, and notify local and state officials that professional seals should be removed from the plans of that CLIENT'S account. TIMMONS GROUP'S failure to enforce this right upon the passage of 30 days from the invoice date shall not be deemed as a waiver preventing the enforcement of this right on a subsequent date.

**SUSPENSION OR TERMINATION:** If TIMMONS GROUP's Services associated with the Project are delayed or suspended in whole or in part by the CLIENT for more than three months for reasons beyond TIMMONS GROUP's control, TIMMONS GROUP shall, on written demand to the CLIENT (but without termination of this Agreement), be paid for Services rendered during that phase to the date of suspension by all principals and employees assigned to the Project. If such delay or suspension extends for more than one year for reasons beyond TIMMONS GROUP's control, or if TIMMONS GROUP is required, for any reason, to render Services for more than one year after Substantial Completion of the Project, the various rate of compensation provided for elsewhere in this Agreement shall be subject to renegotiations. In the event of termination of its Services, TIMMONS GROUP will be paid for all unpaid Services and unpaid Reimbursable Expenses rendered to the date of termination, plus all "termination expenses." Termination expenses are

Reimbursable Expenses directly attributable to termination that include efforts by TIMMONS GROUP employees to stop and consolidate the work in progress. Termination expenses shall be computed as 5% of the total fee, including change orders, earned by TIMMONS GROUP to the date of termination.

#### **IV. PRIOR AGREEMENTS**

**CONFIDENTIALITY and NON-DISCLOSURE AGREEMENT:** Any previously executed Confidentiality and Non-disclosure agreement shall be incorporated into this Agreement by Reference.

#### **V. STANDARD OF CARE**

**STANDARD OF CARE:** In providing Services under this Agreement, TIMMONS GROUP will endeavor to perform in a manner consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances. It is not the intention of TIMMONS GROUP to provide or offer to provide Services inconsistent with or contrary to such practices, nor to make any warranty or guaranty, expressed or implied, nor to have any agreement or contract for Services subject to provisions of any Uniform Commercial Code. Moreover, it is not the intention of TIMMONS GROUP to accept any terms and conditions offered by the CLIENT in its purchase order, requisition, or notice of authorization to proceed except as set forth herein or as expressly accepted in writing. Written acknowledgement or receipt of the actual performance of Services subsequent to receipt of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

**CODE COMPLIANCE:** TIMMONS GROUP shall exercise usual and customary professional care in its efforts to comply with reasonable interpretations of all applicable codes, laws, regulations and the policies of regulatory agencies in effect as of the date of the Agreement. Design changes made necessary by newly enacted codes, laws, regulations and the policies of regulatory agencies after the date of this Agreement shall be treated as an Additional Service and TIMMONS GROUP shall be entitled to appropriate additional compensation. The CLIENT understands that different officials charged with the enforcement of such codes, laws, regulations and policies of regulatory agencies may have different or inconsistent interpretations of the requirements of such codes, laws, regulations and policies of regulatory agencies, and that TIMMONS GROUP shall not be liable for any damages arising from conflicting interpretations by different officials. In the event TIMMONS GROUP gains actual knowledge of a conflict between the codes, laws, regulations or policies of regulatory agencies which apply to the Project, TIMMONS GROUP shall notify the CLIENT of the nature and impact of such conflict, and the CLIENT agrees to cooperate and work with TIMMONS GROUP in an effort to resolve the conflict.

**GOVERNING LAW:** This Agreement shall be governed according to the laws of the State of Missouri.

## **VI. SITE ACCESS AND PROJECT INFORMATION**

**ACCESS TO SITE:** The CLIENT shall provide or assist TIMMONS GROUP in obtaining permission to access or enter upon any private or public property for activities necessary for the performance of the Services. TIMMONS GROUP shall take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage. In addition, TIMMONS GROUP shall perform the Services under safe conditions. The CLIENT may be charged additionally for safety or security measures required by dangerous job conditions encountered during TIMMONS GROUP's performance of the required Services which could not be anticipated by review of the information available at the time the Agreement was executed.

**PROJECT INFORMATION:** In preparation of this Agreement, TIMMONS GROUP has relied on certain information and documentation supplied by the CLIENT or CLIENT's agents as being complete and accurate, and the CLIENT agrees that TIMMONS GROUP has a right to rely on the said information or documentation. Further, the CLIENT shall designate in writing those persons, organizations or agencies to be contacted in the event conditions are revealed during the execution of TIMMONS GROUP's Services that would require possible alteration of the Services hereunder.

## **VII. DOCUMENT OWNERSHIP**

**OWNERSHIP AND REUSE OF DOCUMENTS:** Survey notebooks, drawings, specifications, studies, reports, memoranda, estimates, computations, and other documents prepared by TIMMONS GROUP in the course of the professional services are instruments of service, and are the property of TIMMONS GROUP. The CLIENT shall not permit their reuse without TIMMONS GROUP's written authorization, and shall defend and indemnify TIMMONS GROUP against any and all claims arising out of their unauthorized reuse.

**ELECTRONIC FILES:** Because of the possibility that information and data delivered in an electronic file format may be altered, whether inadvertently or otherwise, TIMMONS GROUP reserves the right to retain the original tapes, disks and other forms of electronic data, and to remove from copies provided to the CLIENT all identification reflecting the involvement of TIMMONS GROUP in their preparation. TIMMONS GROUP also reserves the right to retain hard copy originals of all Project documentation which is delivered to the CLIENT in electronic file format, which originals shall govern in the event of any inconsistency between the two. It is also understood that the automated conversion of information and data from the system and format used by TIMMONS GROUP to an alternate system or format may not be able to be accomplished without the introduction of inaccuracies, errors and anomalies. In the event any Project documentation provided to the CLIENT in electronic file format is so converted by the CLIENT, or someone acting on the CLIENT's behalf, CLIENT agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold TIMMONS GROUP harmless and indemnify it from and against any claims, liabilities, damages, losses and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.



restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

## **X. LIABILITY AND INSURANCE**

**CERTIFICATIONS:** TIMMONS GROUP shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence TIMMONS GROUP cannot ascertain or which are inconsistent with TIMMONS GROUP's obligations under this Agreement. Should TIMMONS GROUP certify anything with respect to the Services, the certification shall be considered a professional opinion and not a warranty or guarantee.

**ACTS OR OMISSIONS OF OTHERS:** TIMMONS GROUP is responsible only for the negligent acts and omissions of its own employees, agents, and subcontractors. TIMMONS GROUP shall not be responsible for acts or omissions of any other party or parties involved in planning or designing of any Project(s) for construction on the site or the failure of any contractor or subcontractor to construct any item on the site in accordance with recommendations, schedules, reports, surveys, designs or other information contained in any document issued by TIMMONS GROUP. TIMMONS GROUP shall not act as the CLIENT's agent, nor assume responsibility for any construction activity, nor have authority over contractor's work job-site, safety precautions, means and methods or procedures, schedules or the contractor's compliance with any laws or regulations. TIMMONS GROUP, by performance of the Services hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to any project(s) on the site customarily vested in project architects, design engineers, or any other design agencies or authorities.

**RELIANCE ON PUBLIC INFORMATION:** Unless otherwise described in the Services, TIMMONS GROUP accepts no responsibility for the correctness or accuracy of data or conclusions contained in public records, reports or other documents which were not published by TIMMONS GROUP, but which are discovered by TIMMONS GROUP in performance of the Services required by this Agreement. The CLIENT waives any claim against TIMMONS GROUP, and agrees to defend, indemnify and hold TIMMONS GROUP harmless from any claim or liability for injury or loss allegedly arising from errors, omissions or inaccuracies in such public records or in such other reports or documents.

**ABSENCE OF CONSTRUCTION ADMINISTRATION SERVICES:** If TIMMONS GROUP's Services do not include full construction documentation and/ or construction administration services, the CLIENT shall be solely responsible for interpreting the documents and observing the work of the contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the CLIENT authorizes deviations, recorded or unrecorded, from the documents prepared by TIMMONS GROUP, the CLIENT shall not bring any claim against TIMMONS GROUP and shall indemnify and hold TIMMONS GROUP, its agents and employees harmless from and against claims, losses, damages and expenses, including but not limited to reasonable attorney's fees and the time of TIMMONS GROUP, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations.

## **XI. RELATIONSHIP**

**GENERAL:** The CLIENT confirms that TIMMONS GROUP is employed to perform the Services required under this Agreement. TIMMONS GROUP shall be free to exercise its discretion and independent judgment as to the approach to and performance of these Services, consistent with all other requirements of this Agreement.

**CLIENT'S RESPONSIBILITIES:** CLIENT shall, so as not to delay the services of TIMMONS GROUP: (1) designate in writing a person to act as the CLIENT's representative who shall have complete authority to transmit instructions and receive information with respect to TIMMONS GROUP 's Services; (2) provide all criteria and full information as to the CLIENT's requirements for the project; (3) assist TIMMONS GROUP by placing at TIMMONS GROUP 's disposal all available information pertinent to the Project; and (4) give prompt written notice to TIMMONS GROUP whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of TIMMONS GROUP 's Services, or any defect or nonconformance in the work of any contractor. TIMMONS GROUP shall be entitled to rely upon the information and instructions provided by the CLIENT and the CLIENT's representative.

**EQUAL EMPLOYMENT:** During the performance of this contract, TIMMONS GROUP will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of TIMMONS GROUP.

**ASSIGNS:** Neither the CLIENT nor TIMMONS GROUP may delegate, assign or transfer his duties or interest in this Agreement without the written consent of the other party.

**NO THIRD PARTY BENEFICIARY RIGHTS:** This AGREEMENT shall not create, nor is it intended to create, any rights or benefits to any parties other than the CLIENT and TIMMONS GROUP.

**INFORMATION FOR THE SOLE USE AND BENEFIT OF THE CLIENT:** All opinions and conclusions of TIMMONS GROUP, whether written or oral, and any plans, specifications or other documents and professional services provided by TIMMONS GROUP are for the sole use and benefit of the CLIENT on the Project identified in this Agreement and are not to be provided to any other person or entity without the prior written consent of TIMMONS GROUP.

**CONTRACTUAL RELATIONSHIP:** Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or TIMMONS GROUP.

**CONFIDENTIALITY:** Subject to any obligation TIMMONS GROUP may have under applicable law or regulation, TIMMONS GROUP agrees to release information relating to the Services only to its employees, consultants and subcontractors in the performance of the Services or to the CLIENT'S authorized representative and to persons designated by the authorized representative to receive such information.

## VIII. DISPUTES

**DISPUTE RESOLUTION:** Should a dispute arise, the CLIENT shall continue to pay TIMMONS GROUP's regular invoices. No offset or deduction shall be made. Every effort shall be made to resolve the dispute as expeditiously as possible. First, the parties shall attempt to resolve the matter directly. Failing this, all claims, disputes, and other matters in controversy between TIMMONS GROUP and the CLIENT arising out of or in any way related to this AGREEMENT will be submitted to mediation, conducted in a manner mutually acceptable, before and as a condition precedent to the pursuit of other remedies available under the law. The cost for professional mediation services will be shared equally by each party to this AGREEMENT. If mediation is not successful, the dispute shall be resolved in a court of competent jurisdiction. The venue shall be a state court located in Jackson County, Missouri, or the United States District Court for the Western District of Missouri. In the event of a dispute between third parties or between the CLIENT and third parties, where TIMMONS GROUP is required to assist (as in giving depositions), the CLIENT shall pay TIMMONS GROUP at standard billing rates for time and expenses.

## IX. UNFORESEEN CIRCUMSTANCES

**UNFORESEEN OCCURANCES:** If, during the performance of the Services hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in the TIMMONS GROUP's sole judgment materially affects or may affect the Services, or the risk involved in providing the Services, TIMMONS GROUP will promptly notify the CLIENT thereof. Subsequent to that notification, TIMMONS GROUP may: (a) If practicable, in TIMMONS GROUP's sole judgment and with approval of the CLIENT, complete the original Services in accordance with the procedures originally intended in this Agreement; (b) Agree with the CLIENT to modify the Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences. Such a revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the Agreement.

**FORCE MAJEURE:** Neither party shall be deemed in default of this Agreement or liable to the other to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. Should completion of any portion of the Services be delayed for causes beyond the control of or without the fault or negligence of TIMMONS GROUP, the time for performance shall be extended for a period equal to the delay and the parties shall mutually agree on the terms and conditions upon which the Services may be continued. Further, the CLIENT shall pay TIMMONS GROUP for Services performed up to the delay commencement date, plus delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs indirectly attributed to such delays. Force majeure includes, but is not restricted to, acts of God, acts of a public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts or inactions of the CLIENT's contractors or Agents, fires, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

**SOLICITING EMPLOYMENT:** Neither party to this AGREEMENT will solicit an employee of the other party, nor hire or make an offer of employment to an employee of the other party, without prior written consent of the other party, during the time this AGREEMENT is in effect.

## **XII. NOTIFICATION**

**NOTIFICATION OF DEFECTS IN SERVICE:** The CLIENT, CLIENT's personnel, and CLIENT's contractors and subcontractors shall promptly report in writing to TIMMONS GROUP any defects or suspected defects in TIMMONS GROUP's Services, in order that TIMMONS GROUP may take prompt, effective measures which in TIMMONS GROUP's opinion minimize the consequences of a defect in such Services.

## **XIII. AGREEMENT**

**MODIFICATION AND ATTACHMENTS:** This Agreement, together with the Owner's Request for Proposals (RFP) No. 17-13 and Timmons Group's Response to the RFP, constitutes the entire agreement and understanding between the Owner and Timmons Group; in the event of a conflict among any of the provisions of any of these documents, the provision of the first document in the following order shall prevail: 1.) This Agreement; 2) Timmons Group's Response to RFP 17-13; and 3) RFP 17-13.. This Agreement shall not be modified or altered, changed or amended in any respect unless in writing and signed by the parties hereto. This Agreement specifically includes all attachments which are hereby incorporated by reference herein.

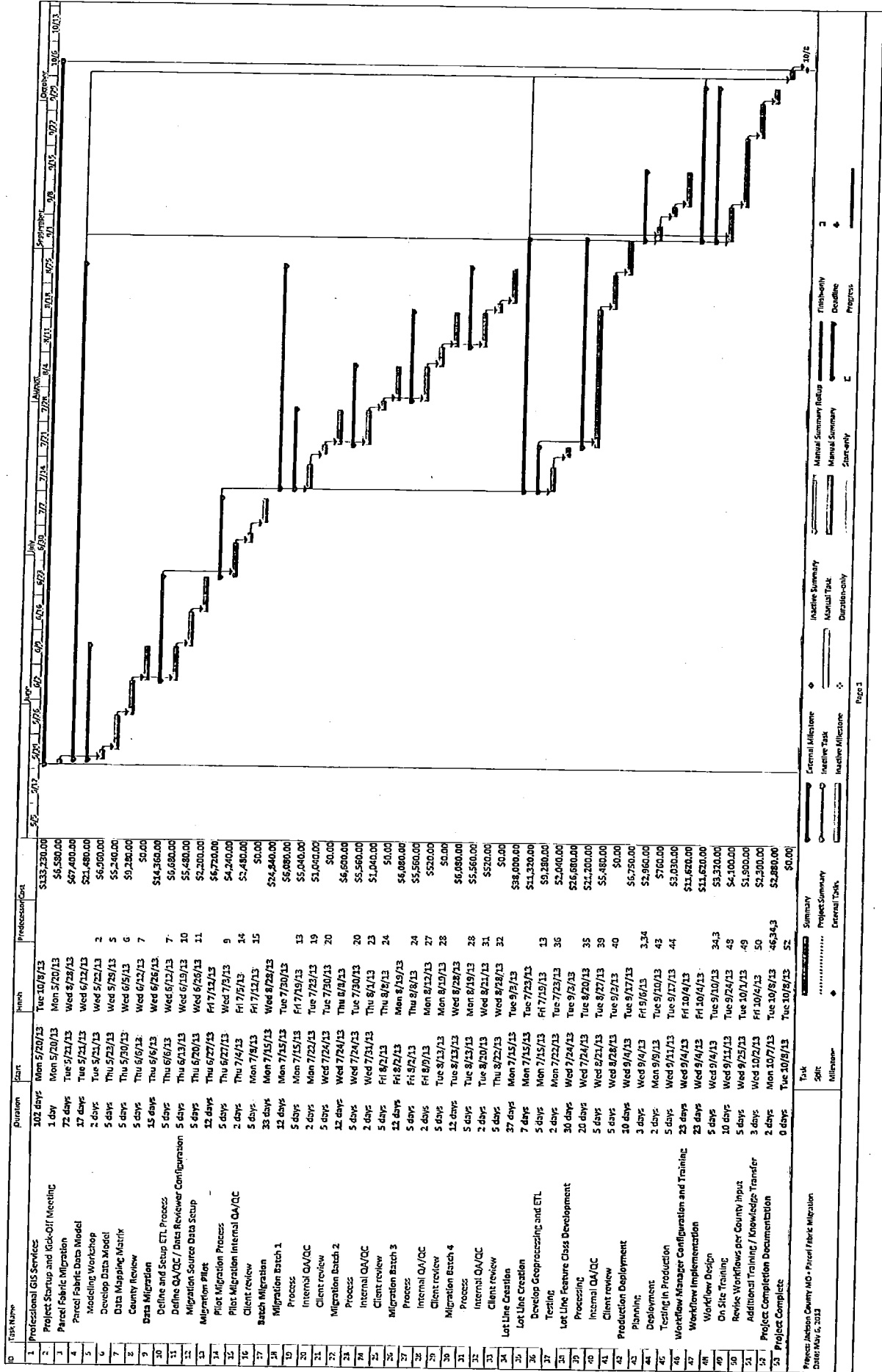
**SEVERABILITY:** If any provision of this AGREEMENT, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this AGREEMENT, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this AGREEMENT shall be valid and enforced to the fullest extent permitted by law.

**NO WAIVER:** No waiver by either party of any default by the other party, in the performance of any provision of this AGREEMENT shall operate as or be construed as a waiver of any other provision of this AGREEMENT, nor shall it operate or be construed as a waiver of any future default of that or any other provision, whether like or different in character.

**MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** Neither the CLIENT nor TIMMONS GROUP, their respective officers, directors, partners, employees, contractors or subconsultants 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 to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action, including but not limited to, negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and

TIMMONS GROUP shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

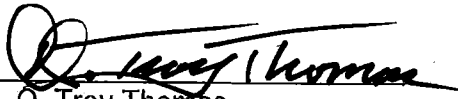
**TERMINATION OF SERVICES:** This agreement may be terminated by the CLIENT or TIMMONS GROUP for any reason whatsoever upon thirty (30) days written notice. In the event of termination, the CLIENT shall pay TIMMONS GROUP for all Services rendered to the date of termination plus termination expenses as described under "COMPENSATION."

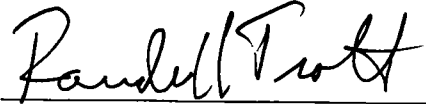


IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement.

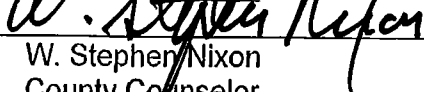
JACKSON COUNTY, MO

TIMMONS GROUP

By:   
Q. Troy Thomas  
Director of Finance and Purchasing

By: 

APPROVED AS TO FORM:

By:   
W. Stephen Nixon  
County Counselor

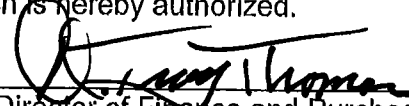
ATTEST BY:

  
Mary Jo Spino  
Clerk of the County Legislature

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract 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 \$133,000.00 which is hereby authorized.

  
Date

  
Director of Finance and Purchasing  
Acct. # 045-4500-56080

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