

**AGREEMENT FOR CONSULTING SERVICES**

THIS AGREEMENT made and entered into this 20 day of June, 2017, by and between **JACKSON COUNTY, MISSOURI** hereinafter referred to as "County" and **VAN DEUSEN & ASSOCIATES, INC.**, hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, County requires consulting services in connection with the following improvement: **Modernization of the Kansas City Courthouse Elevators**, 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:

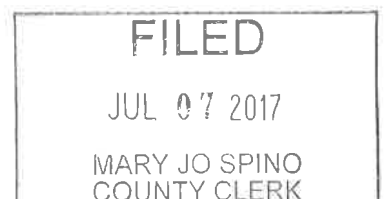
**ARTICLE I – SCOPE OF SERVICE TO BE PROVIDED BY THE CONSULTANT:**

The Consultant, upon receipt of written notice from the County that this Agreement has been approved, will furnish the necessary consulting 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 – NOT USED**



#### 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 within two (2) weeks after receiving Notice-to-Proceed from the County. The general phases of work will be completed in accordance with the attached Schedule, Exhibit B, which was submitted by the Consultant. The Consultant, stating fully the reasons for the request, should make requests for extensions of time in writing.

#### ARTICLE VI - PROGRESS SCHEDULE:

The contracting parties agree that time is of the essence. Each month 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. Each work element shall be assigned a percentage of the total work upon which progress can be computed for interim payments. The total percentage completed shall be shown. The schedule periods shall also include a time allowance for review and approvals by the County. Assume four (4) 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. 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.
3. 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.
4. 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.
5. 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.

6. Termination. Consultant or the County may terminate this Agreement by giving written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Consultant may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, flier, lists, and all other County materials must be delivered and returned by the Consultant to the County within 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 cost in addition to that provided for in this Agreement or any 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.

7. Successors and Assigns. The County and the Consultant each bind themselves, their successors, executors, administrators, and assigns to the other party to this Agreement, and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.
8. Compliance with Laws. The Consultant shall 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.

The Consultant will permit, on reasonable notice and at reasonable times, the CRO to visit its premises, inspect and copy thereon its business records, survey its work forces and interview its employees, as may be necessary to verify compliance with this chapter and implementation of the affirmative action plan of the Consultant. The Consultant further agrees to furnish such future information as may be reasonably required of it within ten (10) working day of the date it is requested in writing by the CRO.

9. Nondiscrimination. The Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors. The Consultant will comply with Title VI 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.
10. 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.
11. Severability. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provision of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless as expressed herein.
12. Incorporation. This Agreement along with the Consultant's proposal, fee, and schedule breakdown incorporates the entire understanding and agreement of the parties.
13. Decisions under this Agreement. The County will determine the acceptability of work performed under this Agreement, and will decide all questions which may arise concerning the project.
14. 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.
15. Purchase Orders. In the event the County uses a purchase order form to administer this Agreement, the use of such form shall be for convenience

purposes only and any typed provision in conflict with the terms of this Agreement and all-preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.

## 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 Compensation	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 not to exceed fee of **\$100,155.00**, as compensation for all of Consultant's services and expenses as set forth in the Consultant's attached Fee Schedule (Exhibit B).
2. Upon successful completion of each task outlined in the proposal, the Consultant will present an invoice to the County, and said invoice shall be approved by The Director of Public Works who will recommend payment to the Consultant. Invoices are to be submitted on a monthly basis.

ARTICLE XIV – ENCLOSURES & ATTACHMENTS

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

JACKSON COUNTY, MISSOURI

VAN DEUSEN & ASSOCIATES, INC.

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

  
\_\_\_\_\_  
M. Wade Smith  
Title President/CEO

Tax ID No: 22-2330816

APPROVED TO FORM:


ATTEST:

  
\_\_\_\_\_  
W. Stephen Nixon  
County Counselor

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

RECOMMENDED BY:

DATE:

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

July 7, 2017

### 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 \$100,155.00 which is hereby authorized.

7/6/2017  
Date

  
\_\_\_\_\_  
Chief Financial Officer  
Account No. 001-5101-56790

Contract No: 7C 51012017019

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Section 4.0 Scope of Services – Court House elevator modernization is included by reference in this agreement with the following clarifications:**

- 1) Our price is based on the meetings and travel expenses as follows:
  - a. Preliminary Evaluation – Site survey/client meeting, and follow up meeting to review report
  - b. Document Preparation – two (2) design coordination meeting
  - c. Bidding – on site pre-bid meeting and walk through with prospective bidders/ one follow up bid review meeting.
  - d. Shop drawing review – no meetings.
  - e. Construction Administration – 18 site visits to evaluate job progress/ One site visit for initial punch list and one for follow up site visit to verify completion of punch list
- 2) Section 4.1.3.1
  - a. Bid documents will consist of specifications and contract requirements only. No plans/drawings will be included. (These will be provided by the successful bidder)
- 3) Section 4.2.3.3/ 4.1.6.2.2
  - a. Energy requirements and comparisons to current equipment will be provided by the successful contractors not the consultant
- 4) Section 4.1.4.1/ 4.1.6.3.1
  - a. Bidding documents will consist of specifications and bidding documents only. No plans will be required.
- 5) Section 4.1.4.5
  - a. Successful bidders will be required to provide documentation of past safety records using standard OSHA reporting documents. The consultant will review these and make recommendations only.
- 6) Section 4.1.5.1 / 4.1.5.1.4
  - a. A total of 18 meetings/site visits have been included in our base price along with one site visit to prepare a punch list and one follow up site visit to confirm compliance with the specifications. Additional meetings/ site visits requested will be considered additional services to this contract.
- 7) Section 4.1.5.1.5
  - a. The successful elevator contractor will be required to provide a project and material diary to substantiate all invoicing.
- 8) Section 4.1.4.1.7
  - a. Any drawings required for this project will be provided by the successful elevator contractor and are not included in our price.
- 9) 4.1.5.1.9/ 4.1.6.3.5.2
  - a. Record drawings (as-builts) will be provided by the successful elevator contractor not the consultant.

**Section 4.2 – Elevators within the corrections facilities buildings is included by reference in this agreement with the following clarifications:**

- 1) Our fee includes
  - a. One site visit/ meeting to survey all the equipment covered
  - b. One follow up visit to review/ discuss the report.

- 3.1.2 The Successful Respondent must have five (5) years of verifiable commercial/industrial experience performing the services outlined in Section 4.0.
- 3.2 Certificate of Insurance: The Successful Respondent will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Exhibit A included herein within ten (10) business days after receiving Notification of Award. The Certificate of Insurance must be received by the County prior to the commencement of any work on any resulting contract.
- 3.3 Successful Respondent's personnel working in the Detention Facilities Buildings:
  - 3.3.1 Will need to pass a Criminal Records Check that will be conducted by the County. Personnel with outstanding warrants will be denied access to the buildings. Personnel with a recent history of violent or drug related crimes or crimes involving weapons will be denied access to the buildings.
  - 3.3.2 Successful Respondent will need to furnish the following information on their personnel working in the Detention Facilities Buildings: name (first, last and middle initial) social security number, race, address, sex and date of birth.
  - 3.3.3 Personnel will need to wear County ID provided by Corrections, at all time while in the Detention Facilities Buildings.
- 3.4 Compliance with Chapter 6 of the Jackson County Code for Minority, Women and Veteran Business Enterprise utilization will be required on any resulting contract.
- 3.5 Licenses and Permits: The Successful Respondent shall provide a copy of current Business Licenses to the Purchasing Department to be kept as part of the Request for Qualifications file as part of the permanent records and secure all permits required by cities where work is taking place.

#### 4.0 SCOPE OF SERVICES

- 4.1 Part One – Elevators in the Jackson County Kansas City Courthouse
  - 4.1.1 The services for Part One are divided into Four (4) Phases
    - 4.1.1.1 Survey of Existing Equipment and Development of Alternate Recommendations
    - 4.1.1.2 Design
    - 4.1.1.3 Construction Bid
    - 4.1.1.4 Contract Administration/Inspections
  - 4.1.2 Phase One – Survey and Development of Alternative Methods of Repair
    - 4.1.2.1 Successful Respondent shall utilize existing drawings and site visits to verify the current conditions of the various areas requiring work;
    - 4.1.2.2 Successful Respondent shall perform a survey and analysis of foot traffic and overall use of the elevators.
    - 4.1.2.3 Successful Respondent shall prepare a detailed report of the findings including photo log.
    - 4.1.2.4 Successful Respondent shall recommend alternative concepts for the permanent, dependable upgrade of elevators with cost estimates for each option.

- 4.1.3 Phase Two – Design – Based on the County's choice of a preferred alternative for repairs:
  - 4.1.3.1 Successful Respondent shall develop plans and specifications, sufficient for bidding and construction. It will be the responsibility of the Successful Respondent to assure that the design complies with all applicable Federal, State and local codes.
  - 4.1.3.2 Successful Respondent shall develop a written maintenance program which may be included in the project or bid separately following construction. The Successful Respondent shall prepare a construction cost estimate that defines and quantifies in detail the anticipated construction costs.
  - 4.1.3.3 Successful Respondent shall prepare a report quantifying energy/power requirements for the new equipment and reductions in energy consumptions when compared to the elevator equipment being replaced.
  - 4.1.3.4 Successful Respondent shall prepare the plans and specifications so that they encourage work to be executed by certified MBE/WBE/VBE vendors to the maximum extent possible consistent with high quality performance requirements, bond scheduling and cost objectives.
  - 4.1.3.5 Successful Respondent shall present the proposed contract documents, together with all Final Design deliverables, at a formal design review meeting.
  
- 4.1.4 Phase Three – Construction Bid
  - 4.1.4.1 Successful Respondent shall provide twenty (20) bound copies and an electronics copy of the project plans, specifications and bidding documents.
  - 4.1.4.2 Successful Respondent shall assist the County (if requested) to prepare bid packages for prospective bidders. (County will advertise the bid and post bid documents on their usual website).
  - 4.1.4.3 Successful Respondent shall conduct a Pre-Bid Meeting, including the preparation of Meeting Agenda and Minutes.
  - 4.1.4.4 Successful Respondent shall assist the County in the preparation and issuing of Addenda as appropriate to interpret, clarify or expand the bid documents.
  - 4.1.4.5 Successful Respondent shall assist the County in determining the qualifications and acceptability of perspective bidders, contractors, subcontractors and suppliers, including assurance of legal safety certifications for those recommended to perform the work.
  - 4.1.4.6 Successful Respondent shall assist the County in the evaluation of bids received and submit findings and recommendations to the County based on the technical competence and cost competitiveness of the responding bidders.
  
- 4.1.5 Phase Four – Construction Contract Administration and Inspection Phase
  - 4.1.5.1 Successful Respondent shall provide the services listed herein, commencing with the Award of the construction contract and terminating at the physical completion of the project, including the County's receipt of the deliverable as identified.
    - 4.1.5.1.1 Prepare for and lead the Pre-Construction Meeting, take notes, distribute minutes, and attend any regularly scheduled meetings held by the Contractor during the course of contraction.

- 4.1.5.1.2 Review shop drawings submitted by the Contractor or their subcontractor for compliance with construction documents and shall submit three (3) approved copies to the County.
  - 4.1.5.1.3 Review manufacturer's product data for compliance with construction documents and Federal, State and local regulations.
  - 4.1.5.1.4 Visit the project site at appropriate intervals as construction proceeds to inspect the work for compliance with contract documents and report on the progress and quality of the executed work. Inspection frequency shall be sufficient so as to bring immediate attention to the County of any discrepancies or deficiencies in the work. Inspection reports shall be submitted to the County within one week of each site visit.
  - 4.1.5.1.5 Maintain a project diary and a materials diary.
  - 4.1.5.1.6 Interpret and clarify contract documents, prepare Change Orders requiring special inspections and testing of work and make recommendations as to the acceptability of the work.
  - 4.1.5.1.7 Prepare and provide all necessary documentations and drawings required to resolve problems due to actual field conditions encountered.
  - 4.1.5.1.8 Receive the Contractor's Request for Payments (requisitions) and recommend payment based on the completed percentage of work. This review shall have a total turnaround time of not more than five (5) calendar days.
  - 4.1.5.1.9 Prepare record drawings (as-builts) from information submitted by the Contractor.
  - 4.1.5.1.10 Make final inspection and written report upon completion of the Project, including recommendations concerning final payments to the Contractor and release the retained percentages.
- 4.1.6 Project Deliverables: Deliverables for each phase of work under the Contract that results from this Request for Proposal are as follows:
- 4.1.6.1 Phase One – Concept Development
    - 4.1.6.1.1 Field Study Report
    - 4.1.6.1.2 Alternative Conceptual Plans
    - 4.1.6.1.3 Cost Estimates for the Concepts
  - 4.1.6.2 Design Phase
    - 4.1.6.2.1 Field Survey Report
    - 4.1.6.2.2 Final Design
      - 4.1.6.2.2.1 Construction Documents
      - 4.1.6.2.2.2 Energy Requirement Report
      - 4.1.6.2.2.3 Construction Cost Estimates
  - 4.1.6.3 Bid Document Phase
    - 4.1.6.3.1 Twenty (20) bound sets and one electronic set of the Plans, Specifications and Bidding Documents.
    - 4.1.6.3.2 Assist the County with issuing Addenda
    - 4.1.6.3.3 Assist the County with Bid Evaluations
    - 4.1.6.3.4 Approve the Contractor's Pay Applications
    - 4.1.6.3.5 Close-Out Documents
      - 4.1.6.3.5.1 Punch List Items

- 4.1.6.3.5.2 Record Drawing (as-built)
- 4.1.6.3.5.3 Final Inspection Report

4.1.7 Additional Information and Requirements

- 4.1.7.1 Hazardous Materials: The County has or will have an assessment for hazardous materials compiled in a separate Contract using our Term and Supply Vendor(s). If needed, all hazardous materials will be abated.
- 4.1.7.2 Work Areas and Routes: Successful Respondent shall build in to the bid documents routing for removal and installation of equipment, and location(s) for staging the construction.
- 4.1.7.3 Construction Phasing: Successful Respondent shall build into the bid documents phasing for the constructions so as to get the work done in a timely manner but minimize inconvenience to elevator users.
- 4.1.7.4 Payment Phasing or Financial Alternatives: Successful Respondent shall work out alternative payment scheme or schemes for the construction contracts that are approved by the County. Successful Respondent will prepare bid documents supporting the proposed payment scheme.

4.2 Part Two – Elevators within the Corrections Facilities Buildings

- 4.2.1 The Scope of Services includes the evaluation of existing elevator equipment, spaces, shafts, pits and making recommendations to modernize the equipment and make the systems code compliant. Recommendations shall include suggestions for immediate repairs and future improvements for each elevator and cost estimates for each option. Be advised, that the County may desire to execute an addendum to the contract after reviewing the findings on the 18 elevators to prepare a bid for repairs or other work.
- 4.2.2 There are eighteen (18) elevators as follows:
  - 4.2.2.1 1300 Cherry – Main Tower
    - 4.2.2.1.1 One (1) Service
    - 4.2.2.1.2 Two (2) Public
    - 4.2.2.1.3 Three (3) Inmate
  - 4.2.2.2 1300 Cherry – Jail Annex Building
    - 4.2.2.2.1 One (1) Service
    - 4.2.2.2.2 Two (2) Public
    - 4.2.2.2.3 Two (2) Inmate
  - 4.2.2.3 505 East 13<sup>th</sup> Street – RCC
    - 4.2.2.3.1 Two (2) Inmate
    - 4.2.2.3.2 One (1) Public
  - 4.2.2.4 1315 Locust – Albert Riederer CJC
    - 4.2.2.4.1 One (1) Judge
    - 4.2.2.4.2 Two (2) Public
    - 4.2.2.4.3 One (1) Inmate
- 4.2.3 Project Deliverables – Deliverables for each phase of work under the Contract that results from this Request for Proposal are as follows:
  - 4.2.3.1 Phase One – Assessment
    - 4.2.3.1.1 Field Study Report
    - 4.2.3.1.2 Recommendations for immediate repairs and future modernizations
    - 4.2.3.1.3 Cost Estimates for the Recommendations

# EXHIBIT B SCHEDULE

ID	Task Mode	Task Name	Duration	Start	Finish
1		<b>Jackson County Courthouse</b>	<b>765 days</b>	<b>Mon 5/1/17</b>	<b>Fri 4/3/20</b>
2		Contract award to VDA	6 wks	Mon 5/1/17	Fri 6/9/17
3		Specifications	8 wks	Mon 6/12/17	Fri 8/4/17
4		Bidding Proces	3 wks	Mon 8/7/17	Fri 8/25/17
5		Award	6 wks	Mon 8/28/17	Fri 10/6/17
6		Design Development - Submittals	8 wks	Mon 10/9/17	Fri 12/1/17
7		Approvals	8 wks	Mon 12/4/17	Fri 1/26/18
8		Material Lead Times	20 wks	Mon 1/29/18	Fri 6/15/18
9		Elevator 1	16 wks	Mon 6/18/18	Fri 10/5/18
10		Elevator 2	15 wks	Mon 10/8/18	Fri 1/18/19
11		Elevator 3	15 wks	Mon 1/21/19	Fri 5/3/19
12		Elevator 4	15 wks	Mon 5/6/19	Fri 8/16/19
13		Elevator 5	18 wks	Mon 8/19/19	Fri 12/20/19
14		Elevator 6	15 wks	Mon 12/23/19	Fri 4/3/20

Jackson County Courthouse Preliminary Base Schedule  
Date: Wed 3/22/17

Task		Inactive Task		Inactive Milestone		Milestone		Summary		Project Summary		External Tasks		External Milestone	
Split		Inactive Milestone		Inactive Summary		Manual Task		Duration-only		Manual Summary Rollup		Manual Summary		Manual Summary	
Milestone		Inactive Summary		Manual Task		Duration-only		Manual Summary Rollup		Manual Summary		Manual Summary		Manual Summary	
Summary		Manual Task		Duration-only		Manual Summary Rollup		Manual Summary		Manual Summary		Manual Summary		Manual Summary	
Project Summary		Manual Summary Rollup		Manual Summary		Manual Summary		Manual Summary		Manual Summary		Manual Summary		Manual Summary	
External Tasks		Manual Summary		Manual Summary		Manual Summary		Manual Summary		Manual Summary		Manual Summary		Manual Summary	
External Milestone		Manual Summary		Manual Summary		Manual Summary		Manual Summary		Manual Summary		Manual Summary		Manual Summary	



## **Exhibit C Fees**

### **Jackson County Elevator Consulting Services Fee Summary**

Combined Project Fees - \$

**I. Jackson County Courthouse Project.**

- A.** The fee for Phases 1 – 5 will be the lump sum of \$77,755.00, broken down as follows:
1. The Phase 1 – Preliminary Evaluation fee will be the lump sum of \$11,480.00, payable upon issuance of the report.
  2. The Phase 2 – Document Preparation fee will be the lump sum of \$15,845.00, payable in installments as follows: 90% upon issuance of the draft specification / 10% upon issuance of the final specification.
  3. The Phase 3 – Bidding fee will be the lump sum of \$4,920.00, payable upon issuance of the bid comparison analysis.
  4. The Phase 4 – Shop Drawing Review fee will be the lump sum of \$6,560.00, payable upon return of drawings.
  5. The Phase 5 – Construction Administration fee will be the lump sum of \$38,950.00, payable in installments as work is performed.
- B.** Reimbursable expenses:
1. Living and traveling expenses for any travel outside the St. Louis, MO Metropolitan area will be billed at cost with normal invoices and will be a not to exceed amount of \$12,000.00.
  2. The rest of the reimbursable expenses (document reproduction; CAD plotting; courier and express service such as FedEx) will be \$2,500.00. The reimbursable expenses will be invoiced monthly at the same rate (percentage) as the work performed.
- C.** Any meetings or additional consulting services requested and approved by the Client that is over and above the Scope of Work will be billed on a time card basis using our current rates.

**II. Jackson County Detention Center Fees**

- A.** The fee will be the lump sum of \$6,300.00, payable upon issuance of the report.
- B.** The Client shall be responsible for the payment of all applicable taxes (in addition to the fee specified in this Agreement) which may be imposed or assessed by the country, state or local jurisdiction in connection with the services provided by the Consultant. The Client shall indemnify and hold harmless the Consultant and its agents and employees against any such taxes, claims or liabilities.

## **Exhibit C**

### **Fees**

- A. Reimbursable expenses:
- B. Living and traveling expenses for any travel outside the St. Louis, MO Metropolitan area will be billed at cost with normal invoices and will be a not to exceed amount of \$1,000.00.
- C. The rest of the reimbursable expenses (document reproduction; CAD plotting; courier and express service such as FedEx) will be \$600.00. The reimbursable expenses will be invoiced monthly at the same rate (percentage) as the work performed.
- C. Any meetings or additional consulting services requested and approved by the Client that is over and above the Scope of Work will be billed on a time card basis using our current rates.