

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

**A RESOLUTION** authorizing the Jackson County Legislature to hold a closed meeting on Monday, December 9, 2019, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under section 610.021(1) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

**RESOLUTION NO. 20330**, December 9, 2019

**INTRODUCED BY** Theresa Galvin, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, December 9, 2019, during the regularly scheduled meeting of the Legislature; and,

WHEREAS, public notice of such closed meeting has been given by inclusion of this Resolution on the published agenda for said meeting; and,

WHEREAS, the purpose of such closed meeting is to conduct privileged and confidential communications between the Legislature and the Jackson County Counselor concerning the status of legal actions, causes of action, and/or litigation; and,

WHEREAS, such closed meeting is allowable under section 610.021(1) of the Revised Statutes of Missouri; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Monday, December 9, 2019, pursuant to section 610.021(1), RSMo, and closing all records prepared in connection therewith.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

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

### Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20330 of December 9, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

**A RESOLUTION** awarding a contract for the design-build services of electrical and water lines work at the downtown Jackson County Courthouse to Rand Construction Company of Kansas City, MO, under the terms and conditions of Request for Proposals No. PW08-19, at an actual cost to the County not to exceed \$3,862,200.00, and authorizing the Director of Public Works to approve line item adjustments under this contract at no additional cost to the County.

**RESOLUTION NO. 20331**, December 9, 2019

**INTRODUCED BY** Theresa Galvin, County Legislator

WHEREAS, the County requires electrical and waterline design-build services to assist the County with electrical equipment and plumbing that was damaged by the January 30, 2019, flooding incident at the downtown courthouse; and,

WHEREAS, the Director of Public Works and the Director of Finance and Purchasing have solicited formal written bids on Bid No. PW08-19 for these services; and,

WHEREAS, notifications were distributed through advertisement and online posting and one response was received from the following:

<b><u>VENDOR</u></b>	<b><u>BID</u></b>
Rand Construction Company Kansas City (Jackson County), MO	\$3,552,900.00

and,

WHEREAS, the Director of Public Works recommends that the contract be awarded to Rand Construction Company of Kansas City, MO, for the reason that it has submitted the lowest and best bid; and,

WHEREAS, alternate work for the electrical work portion for the 12<sup>th</sup> floor 208 unit sub-station increased the original bid by \$309,300.00, to a total revised amount of \$3,862,200.00; and,

WHEREAS, in the event that line item adjustments to the contract become necessary, it is appropriate that the Director of Public Works be authorized to approve said line item adjustments to the extent there is no additional cost to the County; now therefore,

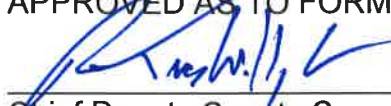
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Public Works and that the County Executive be and hereby is authorized to execute for the County any documents necessary for the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Public Works be and hereby is authorized to make adjustments in the contract line item quantities to the extent that there will be no further funding obligation to the County; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20331 of December 9, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 013 5113 58020  
ACCOUNT TITLE: County Improvement Fund  
Non-Departmental- Cnty Imprvmnt  
Buildings & Improvements  
NOT TO EXCEED: \$3,862,200.00

12/4/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

# REQUEST FOR LEGISLATIVE ACTION

EXECUTIVE OFFICE

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 20331

Sponsor(s): Theresa Galvin

Date: December 9, 2019

DEC 03 2019

## SUBJECT

Action Requested

☒ Resolution

☐ Ordinance

Project/Title: Requesting the Transfer of Funds within the County Improvement Fund, as described, and Awarding a Contract for Design-Build Services of Electrical and Water Lines work at the Jackson County Courthouse, to Rand Construction Company under the terms and conditions of Request for Proposal (RFP) No. PW08-19.

## BUDGET INFORMATION

To be completed  
By Requesting  
Department and  
Finance

Amount authorized by this legislation this fiscal year:	\$3,862,200.00
Amount previously authorized this fiscal year:	
Total amount authorized after this legislative action:	\$3,862,200.00
Amount budgeted for this item * (including transfers):	\$3,862,200.00
Source of funding (name of fund) and account code number:	
FROM ACCT: 013-5113-08020 (County Improvement Fund, Non- Departmental County Improvements, Buildings and Improvements)	\$3,862,200.00
TO ACCT: 013-1240-08020 (County Improvement, DTCH Flood - Insurance, Buildings and Improvements)	\$3,552,900.00
013-1204-08020 (County Improvement, Facility Management KC, Buildings and Improvements)	\$309,300.00

\* If account includes additional funds for other expenses, total budgeted in the account is: \$

## OTHER FINANCIAL INFORMATION:

☐ No budget impact (no fiscal note required)

☐ Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:

Department:

Estimated Use:

Prior Year Budget (if applicable): N/A

Prior Year Actual Amount Spent (if applicable): N/A

## PRIOR LEGISLATION

Prior ordinances and (date): N/A

Prior resolutions and (date): N/A

## CONTACT INFORMATION

RLA drafted by (name, title, & phone): Chris Jenkins, Project Manager, (816) 881-4429

## REQUEST SUMMARY

The Jackson County Courthouse building's electrical equipment and plumbing in the basement was water damaged during a flooding incident on January 30, 2019. Therefore, Department of Public Works and the Purchasing Department prepared plans and specifications in which Bid No. PW 08-19 was issued to accomplish the repairs. The Request and the bidding information were posted on the Jackson County Purchasing Department website. Sealed proposals were opened on November 26, 2019 at the Downtown Courthouse with 1 bidder responding. A detailed bid tabulation is attached. A summary of the bids is as follows: AS READ

BIDDER	City and State	BASE BIDS
Rand Construction Company	Kansas City, MO	\$3,552,900.00



The Department of Public Works recommends that the contract be awarded to Rand Construction Company, being the lowest and best bidder with the following changes:

1. Contract/Agreement incorporating the RFP PW08-19, Rand Construction Company response to the RFP is found to be acceptable to both parties will be prepared and executed by both parties.
2. Public Works would like to increase the Electrical work portion of the contract to include the Alternate Bid Item of the Electrical for 12<sup>th</sup> Floor 208 Unit Sub-Station.

The contract with Rand Construction Company would be executed as follows:

Rand Construction Company original bid	\$ 3,552,900.00
Plus, Adjustment: Electric work 12 <sup>th</sup> Floor	\$ + 309,300.00
<b>TOTAL REVISED CONTRACT AMOUNT</b>	<b>\$ 3,862,200.00</b>

We request that:

1. This Resolution authorize the County Executive to execute the construction contract with Rand Construction Company.
2. That the Manager of Finance be authorized to transfer funds as dictated in this Resolution and to encumber \$3,862,200.00 to cover the costs of the construction.
3. We request that the Director of Public Works be authorized to approve adjustments in the construction contract line items, to the extent that there will be no further funding obligation by the County.

#### CLEARANCE

- ☒ Tax Clearance Completed (Purchasing & Department) *BC*  
☒ Business License Verified (Purchasing & Department) *BC*  
☒ Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) *BC*

#### COMPLIANCE

- ☒ MBE Goals 9.7%  
☒ WBE Goals 13.5% CUP was approved by the Compliance Review Office  
☐ VBE Goals

#### ATTACHMENTS

RFP Bid Tabulation; JC Tax Clearance; Certificate of Compliance, Business in Good Standing, Contract/Agreement from Rand Construction, MBE/WBE/VBE Contract Form, and Basement New Electrical and Waterlines Layout drawings

#### REVIEW

Department Director: Brian D. Gaddie, P.E. <i>[Signature]</i>	Date: <i>12.3.19</i>
Finance (Budget Approval) <i>[Signature]</i>	Date: <i>12/3/19</i>
If applicable <i>[Signature]</i>	Date: <i>12/3/19</i>
Division Manager: <i>[Signature]</i>	Date: <i>12/5/19</i>
County Counselor's Office: <i>[Signature]</i>	Date: <i>12/5/19</i>



Fiscal Information (to be verified by Budget Office in Finance Department)

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- ☒ 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.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.

**Fiscal Note:**

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

PC#

Date: December 3, 2019

RES # 20331

Department / Division

Character/Description
-----------------------

From

To

## 013 County Improvement Fund

5113 Non-Departmental - Cnty Imprvmnt

58020 Buildings &amp; Improvements

\$ 3,862,200

\$ \_\_\_\_\_

1240 DTCH Flood - Insurance

58020 Buildings &amp; Improvements

100

3,552,900

1204 Fac. Mgmt Kansas City

58020 Buildings &amp; Improvements

 Springer

309,300

Budget Officer

12/3/19

\$ 3,862,200

\$ 3,862,200



**Jackson County, Missouri  
Department of Public Works  
Engineering Division**

**PROPOSAL FOR DESIGN-BUILD SERVICES FOR ELECTRICAL AND  
WATER LINES**

**AT JACKSON COUNTY COURTHOUSE  
COUNTY PROJECT NO. 3237    COUNTY BID NO. PW 08-2019**

**UNOFFICIAL BID SUMMARY**

**BID OPENING DATE AND TIME: November 26, 2019    2:05 p.m.**

NOTE: This is an unofficial bid tabulation and only reflects the initial reading of the bids received, not the evaluation of such bids.

NO.	Firm	City and State	Amount Bid	% above Low
1	Rand Construction Company	Kansas City, MO	\$3,552,900.00	0.00%

Bid Tabulation for Design-Build Services of Electrical and Water Lines work at Jackson  
County Courthouse

COUNTY PROJECT NO. 3237 COUNTY BID NO. PW 08-2019

Department of Public Works - Engineering Division

Bid Opening Date and Time:  
November 26, 2019 at 2:05 p.m.

NOTE: This is an Unofficial bid tabulation and only reflects the initial reading of the bids  
received, not the evaluation of such bids.

**UNOFFICIAL**

**1st Low**

This project is funded and Administered by Jackson County, MO.				Rand Construction Company Kansas City, MO	
Item No	Description	Unit	No. Units	Unit Price	Total Amt. Bid
<b>Roadway Items</b>					
1	Electrical General Construction	Lump Sum	1	\$394,400.00	\$394,400.00
2	Electrical Demolition	Lump Sum	1	\$446,900.00	\$446,900.00
3	Electrical New Equipment, Wiring and Accessories	Lump Sum	1	\$1,565,700.00	\$1,565,700.00
4	Electrical Rental Equipment (Temporary Connections)	Lump Sum	1	\$22,100.00	\$22,100.00
5	Waterlines General Construction	Lump Sum	1	\$562,000.00	\$562,000.00
6	Waterlines Civil Specialty Contractor/Engineer	Lump Sum	1	\$541,500.00	\$541,500.00
7	Waterlines Water Department Fees (includes Permits and Tapping fees for both the 6" Fire Line and 6" Service Line)	Lump Sum	1	\$20,300.00	\$20,300.00
<b>Total Amount Bid for Project (Items 1 to 7) =</b>					<b>\$ 3,552,900.00</b>

**ALTERNATE Bid Items (Design, Supply and Install  
ALL bid items)**

1	Electrical for 12th Floor 208 Unit Sub-Station	Lump Sum	1	\$309,300.00	\$309,300.00
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Received BASE Bid Totals 11-26-2019

\$ 3,552,900.00

Math or Extension Error Total Amount

\$0.00

Extension error line (s) (Item No. Above) ??

**BASE Bid + Alternate Bid Totals 11-26-2019**

**\$3,862,200.00**

Notes: 1. The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate  
available funds.

**Confirmation Memorandum**  
**Jackson County Missouri - Department of Public Works**

**TO:** Dana Tadlock  
Taxpayer Services Supervisor  
Collection Department

**FROM:** Chris Jenkins  
Project Manager  
Engineering Division

**DATE:** December 2, 2019

**SUBJECT:** Request for Tax Clearance  
Design-Build Services of Electrical and Water Lines work at Jackson  
County Courthouse  
Project No. 3237 - Bid Number PW 08-2019

In accordance with County Ordinance 1208, Sections 1003.01 and 1070, the Director of Public Works requests that the below listed Company and/or individuals be verified as being listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County.

**Rand Construction Company**  
1428 West 9<sup>th</sup> Street  
Kansas City, MO 64101

Information needed: Type of tax due, amount of tax, and if account is paid or unpaid. (If account is unpaid please include a printout of statement). Place amount paid/amount due under type that applies.

<u>Type of Tax</u>	<u>Amount Paid</u>	<u>Amount Due</u>
BUSINESS	<u>8780.48</u>	<u>12-27-18</u>
MERCHANTS	<u>0</u>	<u>0</u>
INDIVIDUAL	<u>0</u>	<u>0</u>
REAL ESTATE	<u>0</u>	<u>0</u>

Dana Tadlock  
Signature (Person Verifying)

Date: 12.02.19

CC: Design Contract File



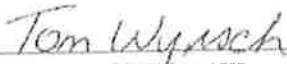
Jackson County, Mo  
Certificate of Compliance

Issued To:  
Rand Construction Company

Who is found to be in compliance with Chapter 6 Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

This certificate is effective for a twelve (12) month period following its date of execution.

Executed this 1st day of January, 2019.

  
\_\_\_\_\_  
COMPLIANCE REVIEW OFFICER  
JACKSON COUNTY, MISSOURI

Certificate ID: 181210125919V2093



## John R. Ashcroft

Missouri Secretary of State

**UPDATE:** There will be no interruption of business services this month. Business filing will be available online and in-person during regular work hours.

[? Online Help](#)

### Gen. Business - For Profit Details as of 12/2/2019

[Business Entity Fees & Forms](#)
[Business Entity FAQ](#)
[Business Entity Home Page](#)
[Business Entity Online Filing](#)
[Business Entity Contact Us](#)
[UCC Online Filing](#)
[Secretary of State Home Page](#)

Required Field

File Documents - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click FILE COPIES/CERTIFICATES.

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**CERTIFICATES**

Select filing from the list:

Filing Type    Accountant of a General Business to a Non Pr

**FILE  
ONLINE**

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<p><b>Name(s)</b> Rand Construction Company</p> <p><b>Type</b> Gen. Business - For Profit</p> <p><b>Domesticity</b> Domestic</p> <p><b>Registered Agent</b> NATIONAL REGISTERED AGENTS, INC. 129 South Central Avenue Clayton, MO 62105</p> <p><b>Duration</b> Perpetual</p> <p><b>Renewal Month</b> January</p> <p><b>Report Date</b> 4/30/2020</p>	<p><b>Address</b> 1402 W. 6th Street Kansas City, MO 64103-1222</p> <p><b>Charter No.</b> 00250770</p> <p><b>Status</b> Good Standing</p> <p><b>Date Formed</b> 2/24/1983</p>	
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## CONTRACT/AGREEMENT

This Contract/Agreement is made and entered into this 3<sup>rd</sup> day of December, 2019, by and between Rand Construction Company ("**Contractor**") and the Department of Public Works, Jackson County, Missouri ("**Owner**").

WHEREAS, the parties enter this Contract/Agreement pursuant to which Contractor shall perform certain work for the construction and completion of improvements to the following property:

Project: New Electrical and Waterline Work for Jackson County Courthouse  
Address: 415 East 12<sup>th</sup> Street, Kansas City, MO 64106

(the "**Project**");

NOW, THEREFORE, in consideration of the premises, IT IS MUTUALLY AGREED:

1. **SCOPE OF WORK.** Contractor shall furnish all labor, equipment, materials and services for the construction of the improvements described in the following:

Owner's Request for Proposal No. PW08-19 issued November 7, 2019, 61 pages ("RFP")  
Rand Construction Company Proposal dated November 26, 2019 ("Proposal")

(the "**Work**").

2. **CONTRACT DOCUMENTS.** The parties' agreement with respect to the Work is contained in this Contract/Agreement and the RFP and Proposal, which are incorporated herein by reference as if fully set forth here.

3. **CONTRACT PRICE AND PAYMENT.**

(a) **Contract Price.** Owner shall pay Contractor for the Work the following sum:

Base Bid: Three Million Five Hundred Fifty-two Thousand Nine Hundred Dollars  
(\$3,552,900.00)

Alternate (Electrical for 12<sup>th</sup> Floor 208 Unit Sub-station): Three Hundred Nine Thousand Three Hundred Dollars (\$309,300.00)

(the "**Contract Price**").

(b) **Progress Payments.** Owner shall make progress payments based on the progress of the Work thirty (30) days after receipt of monthly applications for payment on a form approved by Owner.

(c) **Final Payment.** Final payment shall be made upon substantial completion of the Project.

4. **TIME.**

(a) **Schedule.** Contractor shall comply with a mutually agreed schedule for performance of the Work.

(b) **Time Extensions.** If the Work is delayed by reason of fire, casualty, inclement weather or any other cause beyond Contractor's reasonable control, Owner shall grant an extension of time for completion of the Work commensurate with the period of such delay.

5. **CHANGES AND EXTRAS.** This Contract/Agreement and the Work shall only be changed, altered or otherwise modified as set forth in the RFP by a written Change Order.

6. **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable federal, state and local laws. Prior to commencement of the Work, Contractor shall furnish to Owner the compliance review forms for Contractor and its Subcontractors as set forth in the RFP.

7. **DEFAULT AND TERMINATION.** If either party fails to substantially perform any obligation hereunder, the other party may terminate this Contract/Agreement after seven (7) days written notice if such default is not cured within such notice period.

8. **INDEMNITY.** Contractor agrees to undertake the indemnification obligations as set forth in the RFP.

9. **INSURANCE AND BONDS.** Contractor agrees to procure the insurance coverage and provide Owner with a Certificate of Insurance evidencing such coverage as set forth in Exhibit A of the RFP prior to commencement of the Work. At Owner's request and expense, Contractor shall furnish payment and maintenance bonds.

10. **WARRANTY.** Contractor warrants and agrees to repair or replace any faulty or defective labor, equipment or materials it furnishes pursuant to this Contract/Agreement for a period of one (1) year from the date of substantial completion of the Work.

11. **LOCAL LAW GOVERNS.** This Contract/Agreement and all issues concerning the interpretation, performance or breach thereof shall be governed by the laws of the state of Missouri.

12. **ASSIGNMENT PROHIBITED.** Contractor shall not assign this Contract/Agreement without the prior, written consent of Owner.

13. **MERGER; AMENDMENT.** This Contract/Agreement and the other Contract Documents identified herein constitute the entire agreement between the parties and supersedes and takes precedence over any prior verbal promises, statements, negotiations, representations, bids, or proposals entered into, discussed, or exchanged by the parties. Amendments hereto shall not be binding unless agreed to in writing and signed by authorized representatives of both parties.

14. **OTHER PROVISIONS.** Contractor shall provide Owner a proposed alternate procedures ensuring a contingent safety plan in the event an emergency water or electrical outage occurs during the Work for Owner's approval, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have executed this Contract/Agreement on the day and year first mentioned above.

JACKSON COUNTY, MISSOURI

RAND CONSTRUCTION COMPANY

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

By: \_\_\_\_\_  
Dan Hinrichs, President

Federal Tax ID: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Bryan Convinsky  
County Counselor

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

### 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 \$ 3,862,200.00 which is hereby authorized.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance and Purchasing

ACCOUNT NUMBER(S) TO BE CHARGED:

Department	Account Number	Amount

FMS CONTRACT NUMBER ASSIGNED TO THIS CONTRACT: \_\_\_\_\_



1428 W. 9<sup>th</sup> Street  
Kansas City, MO 64101  
P. 816.421.4143  
F. 816.421.4144  
[www.randco.com](http://www.randco.com)

## Package 1- Design Qualifications

### 4.5.1 Cover Letter

Jackson County, Missouri  
415 E. 12<sup>th</sup> Street  
Kansas City, MO 64106

To Whom It May Concern,

Rand Construction Company would like to thank you for the opportunity to bid the Design-Build Services of Electrical and Water Lines work at Jackson County Courthouse project. For this project, our design-build team includes Rand Construction as the general contractor who will perform the mechanical work, S&S Engineering as the designer of record, Electrical Corporation of American (ECA) as the electrical contractor. Our design-build approach has been developed from the experiences of performing a multitude of diverse projects over the years. Our team has extensive experience working together on design-build projects in government-owned occupied buildings.

Rand Construction will be the point of contact with the county. Please see the required information below.

4.5.1.1 Rand Construction Company

4.5.1.2 1428 W. 9<sup>th</sup> Street

Kansas City, MO 64101

4.5.1.3 (816) 421-4143

4.5.1.4 Fred Thorpe

4.5.1.5 Vice President

4.5.1.6 (816) 421-4143

4.5.1.7 [Frederick@randco.com](mailto:Frederick@randco.com)

Warranty period shall be for one year from date of substantial completion free from material or equipment defects and/or labor workmanship.

Thank you for the opportunity to bid this project. Feel free to contact us with any questions or if further information is required.

Thank you,  
RAND CONSTRUCTION COMPANY



Fred Thorpe, Vice President



Industrial



Commercial



Healthcare

**ATTACHMENT 1**  
**Jackson County Missouri - Department of Public Works - Engineering Division**  
**PROPOSAL FOR**  
**DESIGN BUILD SERVICES FOR ELECTRICAL SERVICE EQUIPMENT AND**  
**WATERLINES SERVICE AT JACKSON COUNTY COURTHOUSE**  
**COUNTY PROJECT NO. 3237, BID NO. PW 08-2019**  
**BASE BID FORM**

Item No.	Description	Units	No. Units	Unit Price	Total Price
	<b>Bid Items (Design, Supply and Install ALL bid Items)</b>				
1	Electrical General Construction	Lump Sum	1		394,400.00
2	Electrical Demolition	Lump Sum	1		446,900.00
3	Electrical New Equipment, Wiring and Accessories	Lump Sum	1		1,565,700.00
4	Electrical Rental Equipment (Temporary Connections)	Lump Sum	1		22,100.00
5	Waterlines General Construction	Lump Sum	1		562,000.00
6	Waterlines Civil Specialty Contractor/Engineer	Lump Sum	1		541,500.00
7	Waterlines Water Department Fees (includes Permits and Tapping fees for both the 6" Fire Line and 6" Service Line)	Lump Sum	1		20,300.00
				<b>Total Amount Bid for Project (Items 1 to 7) =</b>	<b>3,552,900.00</b>

**Three Million Five Hundred Fifty Two Thousand Nine Hundred Dollars**

**Total Amount Bid – Typed or Written**

**Rand Construction Company**

**Firm Name**

1. **Note: The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate the available funds.**

**ATTACHMENT 1**  
**DESIGN BUILD SERVICES FOR ELECTRICAL SERVICE EQUIPMENT AND**  
**WATERLINES SERVICE AT JACKSON COUNTY COURTHOUSE**

**COUNTY PROJECT NO. 3237, BID NO. PW 08-2019**

**ALTERNATE BID FORM**

<b>Item No.</b>	<b>Description</b>	<b>Units</b>	<b>No. Units</b>	<b>Unit Price</b>	<b>Total Price</b>
	<b>ALTERNATE</b> <b>Bid Items (Design, Supply</b> <b>and Install ALL bid Items)</b>				
<b>1</b>	<b>Electrical for 12<sup>th</sup> Floor 208</b> <b>Unit Sub-Station</b>	<b>Lump</b> <b>Sum</b>	<b>1</b>		<b>309,300.00</b>
				<b>Total Amount</b> <b>Alternate Bid for</b> <b>Project (Items 1</b> <b>to 1) =</b>	<b>309,300.00</b>

**Notes:**

**1. Alternates:** All alternates are additive and are not included in the base bid amount indicated above. See Reference contract sections for a complete description of each alternate.

## Christopher C. Jenkins

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**From:** Thomas J. Wyrsh  
**Sent:** Wednesday, November 27, 2019 1:59 PM  
**To:** Christopher C. Jenkins  
**Cc:** Barbara J. Casamento; Katie M. Bartle; Jaime Guillen; Crissy Wooderson  
**Subject:** RE: Verification of MBE WBE and VBE for Rand Const  
**Attachments:** Complaine Review Form.docx

Barbara had sent this up to me yesterday and we checked this CUP. All three MBE's were certified with Kansas City, Missouri. We checked the WBE and they were certified with Kansas City, Missouri. The CRO accepted this CUP as presented. They also exceeded the goals with 9.7% MBE and 13.5% WBE.

I have attached a copy of the Compliance Review Form. This needs to be filled out not only by the Prime (Design Build Services) but each of the subcontractors to be used. We are entering into a new compliance year so as soon as you can get these to us would be good. Certificates of Compliance are required to do business with the County and are good from January 1<sup>st</sup> to December 31<sup>st</sup>. Thanks.

### Tom Wyrsh Director Compliance Review Office

Jackson County Legislature  
415 East 12th Street  
Kansas City, Missouri 64108  
816-881-3302  
816-881-1223 Fax  
[twyrsh@jacksongov.org](mailto:twyrsh@jacksongov.org)

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**From:** Christopher C. Jenkins <CJenkins@jacksongov.org>  
**Sent:** Wednesday, November 27, 2019 1:46 PM  
**To:** Thomas J. Wyrsh <TWyrsh@jacksongov.org>  
**Subject:** Verification of MBE WBE and VBE for Rand Const

Good afternoon Tom,

Could you please verify the MBE, WBE and VBE for Rand Construction? The JCCH Design Build Electrical and Plumbing, PW 08-19 opened bids yesterday thru Purchasing Dept.

Thank you,

Chris Jenkins  
Civil Engineer I, Project Manager, Subdivision Reviewer  
Jackson County Public Works  
Engineering Division  
303 W Walnut  
Independence, MO. 64050

Direct Line: (816) 881-4429



Cell #: (816) 810-1008  
Fax # for Eng Div: (816) 881-1700

JACKSON COUNTY, MISSOURI  
CONTRACTOR UTILIZATION PLAN

Request for Proposal Number: PW08-19  
Request for Proposal Title: Design Build Services  
Contracting Department: Public Works Department  
Respondent: \_\_\_\_\_

I, Fred Thorpe, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above Request for Proposal and the MBE/WBE/VBE Program and is given on behalf of the Respondent listed above. It sets out the Respondent's plan to utilize MBE, WBE and/or VBE prime and subcontractors on the Proposal.
2. The Proposal goals set by Jackson County, Missouri are: 9.5 % MBE 11.7 % WBE and 9.5 % VBE. Respondent stipulates that it will utilize a minimum of the following percentages of MBE/WBE/VBE participation in the above Proposal:

Respondent Participation: 9.7 % MBE 13.5 % WBE \_\_\_\_\_ % VBE

Total MBE Contract Value: \$ 343,000.00

Total WBE Contract Value: \$ 480,000.00

Total VBE Contract Value: \$ \_\_\_\_\_

Total DBE Contract Value: \$ \_\_\_\_\_  
(if applicable)

Total Contract Value: \$ 3,552,900.00

3. The following are the MBE/WBE/VBE Contractors to be utilized on the above named Proposal. Respondent maintains that it either has a formal contract or a conditional contract contingent upon approval of Jackson County's acceptance of Proposal with the named firms below. If there are no DBE goals on the Proposal, all intended utilization must come from MBE, WBE or VBE firms. If Respondent is a certified MBE, WBE or VBE, please list itself in the appropriate area.

No.	Description	Respondent Response:
a.	MBE Firm/DBA (if applicable):	S&S Engineering
	Certifying Agency and Expiration Date:	City of Kansas City, MO 12/19/2019
	Address (include County):	13312 W. 98th Street Lenexa, KS 66215 (Johnson County)
	Telephone Number:	(913) 754-3673
	President/Owner:	Santanu Nath
	Email Address:	snath@ss-engr.com
	Scopes of Work Utilized	Design
	Contract Value:	\$142,000
b.	MBE Firm/DBA (if applicable):	Pro Metals/ dba Pro Insulation
	Certifying Agency and Expiration Date:	State of Missouri 12/05/2020
	Address (include County):	8418 Prospect Ave Kansas City, MO 64132 (Jackson County)
	Telephone Number:	(816) 523-0321
	President/Owner:	John Olivarez
	Email Address:	jolivarez@prometals.net
	Scopes of Work Utilized:	insulation
	Contract Value:	\$25,000
c.	MBE Firm/DBA (if applicable):	EG Tech, LLC
	Certifying Agency and Expiration Date:	City of KCMO 7/19/2020
	Address (include County):	4833 Mercier St. Kansas City, MO 64112 (Jackson County)
	Telephone Number:	(816) 931-2186
	President/Owner:	Eva Hernandez
	Email Address:	ehernandez3@kc.rr.com
	Scopes of Work Utilized:	mechanical, plumbing, rough material
	Contract Value:	\$176,000
d.	MBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
e.	MBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	

f.	WBE Firm/DBA (if applicable):	Kansas City Electrical Supply
	Certifying Agency and Expiration Date:	City of KCMO 11/13/2020
	Address (include County):	4451 Troost
		Kansas City, MO 64110 Jackson County
	Telephone Number:	(913) 563-7002
	President/Owner:	Kaylin Crain
	Email Address:	johnno@kcelectricalsupply.com
	Scopes of Work Utilized:	electrical gear and equipment
	Contract Value:	\$480,000
g.	WBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
h.	WBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
i.	WBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
j.	WBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	

k.	VBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
l.	VBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
m.	VBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
n.	VBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
o.	VBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	

Respondent acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the Respondent participation. Respondent further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the approved participation.

If Respondent has not achieved the MBE/WBE/VBE goal(s) set forth for this Proposal, Respondent hereby requests a waiver or modification of the MBE, WBE and/or VBE goal(s) that the Respondent has failed to achieve. Respondent has attached to this Contractor Utilization Plan documentation of its Good Faith Efforts to achieve the MBE/WBE/VBE Contract Goals, including a narrative summary detailing these efforts and the reasons these efforts were unsuccessful. Examples of Good Faith Efforts may be found in section 645. of the Jackson County Code, available at the following link:  
[http://www.jacksongov.org/DocumentCenter/Home/view/304.](http://www.jacksongov.org/DocumentCenter/Home/view/304)"

I hereby certify that I am authorized to make this Affidavit on behalf of the Respondent named below and who shall aProposale by the terms set forth herein:

Respondent Primary Contact: Frederick Thorpe

Title: Vice President

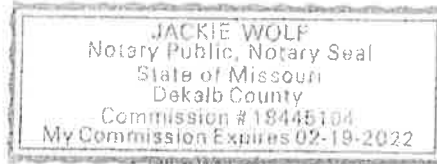
Date: 11/26/19

Subscribed and sworn to before me this 26<sup>th</sup> day of November, 20 19.

My Commission Expires: 2/19/2022

Jackie Wolf  
Notary Public

(Attach corporate seal if applicable)



For questions on this form please contact:

Tom Wyrsch  
Director of Compliance Review Office  
816-881-3302  
[twyrsch@jacksongov.org](mailto:twyrsch@jacksongov.org)

## ATTACHMENT 5

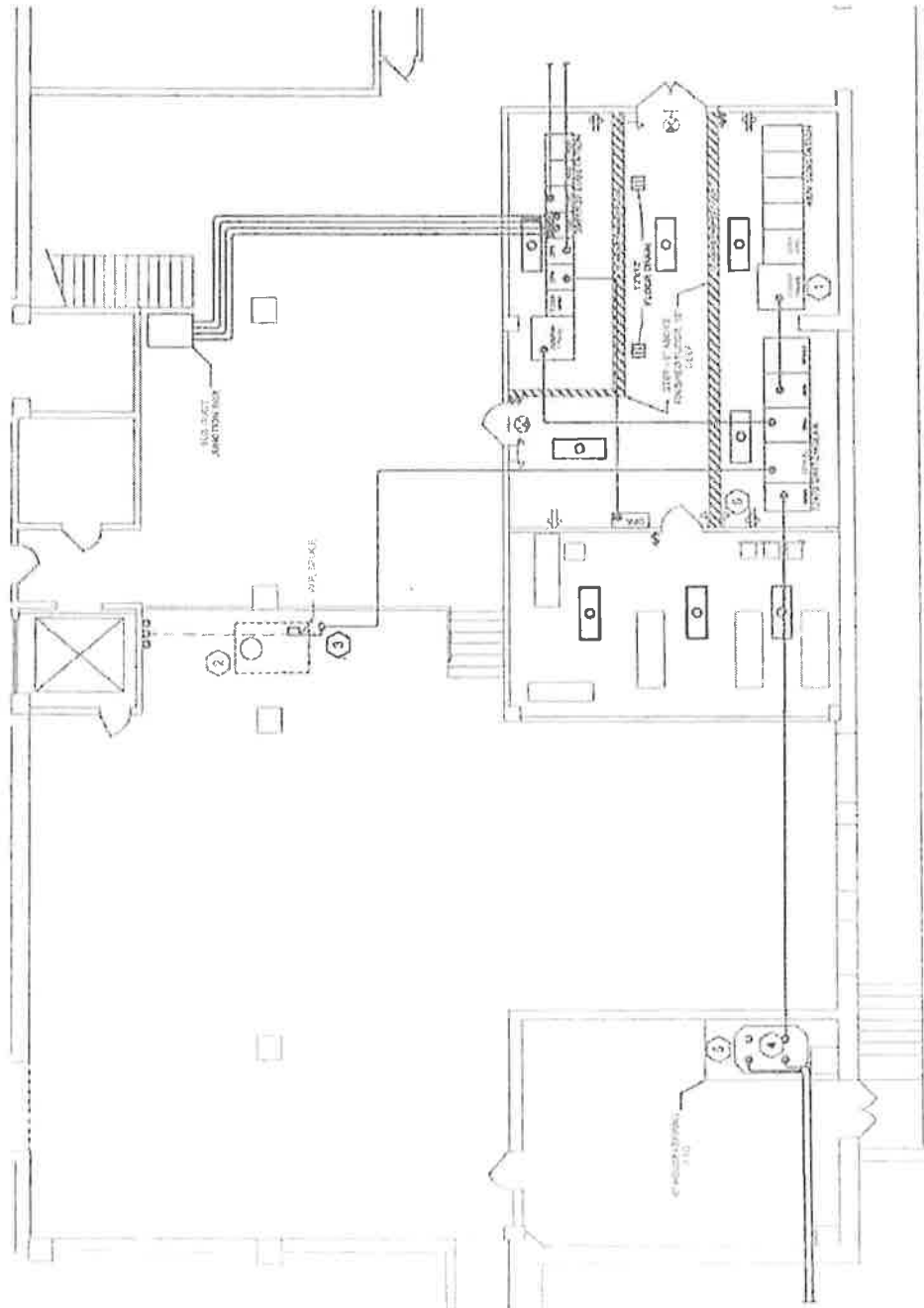
JACKSON COUNTY  
COURT HOUSE  
415 E 12TH ST SUITE  
300  
KANSAS CITY, MO 64106

JOB NO: 1930001924  
DATE: 11/04/2019  
CHECKED BY: HES  
DRAWN BY: HES

**HENDERSON**  
BUILDING SOLUTIONS  
8345 LENEXA DRIVE, SUITE 210  
LENEXA, KS 66214  
TEL (913) 894-9720 FAX (913) 894-3951  
WWW.HENDERSONBUILDING.COM

## NEW NOTES:

- ① INSTALL NEW 1500KVA CLASS CONDUITS AND WIRE FOR NEW MEDIUM VOLTAGE SWITCH ARRAY, 480V UNIT SUB-STATION.
- ② INSTALL NEW 2500KVA CLASS CONDUITS AND WIRE FOR NEW MEDIUM VOLTAGE SWITCH ARRAY, AND 288V UNIT SUB-STATION.
- ③ MODIFY EXISTING CONDUIT SAVED FROM PHASE 2 TO INSTALL FEED FROM NEW MEDIUM VOLTAGE SWITCH ARRAY TO 18KV MANHOLE.
- ④ INSTALL NEW CONDUIT AND WIRE FROM VISTA SWITCH ROOM TO FEED LUGS OF NEW MEDIUM VOLTAGE SWITCH ARRAY.
- ⑤ INSTALL NEW FEED FROM KOP&L VAULT TO NEW MEDIUM VOLTAGE 4-WAY SWITCH IN VISTA SWITCH ROOM. PREPARE FOR RELOCATION OF MEDIUM VOLTAGE 4-WAY SWITCH IN LATER PHASE.
- ⑥ CONDUCT ALL PERFORMANCE TESTING FOR MEDIUM VOLTAGE CABLE AND GEAR.



JACKSON COUNTY COURTHOUSE BASEMENT NEW LAYOUT  
SCALE: 1/8" = 1'-0"



## ATTACHMENT 5

JACKSON COUNTY COURTHOUSE 415 E 12TH ST SUITE 300 KANSAS CITY, MO 64106	
JOB NO:	1930001926
DATE:	11/04/2012
CHECKED BY:	HER
DRAWN BY:	HER
 <b>HENDERSON</b> BUILDING SOLUTIONS 1436 LENEXA DRIVE, SUITE 219 LENEXA, KS 66214 TEL (913) 684-3726 FAX (913) 684-4651 WWW.HENDERSONBUILDING.COM	

## PHASE 3 NEW NOTES:

- ① VERIFY ALL CIRCUITS HAVE BEEN RELOCATED TO NEW DISTRIBUTION DISCONNECT POWER AND REMOVE WIRING TO ALL MEDIUM VOLTAGE GEAR MADE OBSOLETE.
- ② DURING WEEKEND SHUTDOWN, COORDINATE WITH KCP&L TO PROVIDE VOLTAGE 4-WAY SWITCH TO NEW SUPPORT STRUCTURE MOUNTED WITH CONTROL FACE FORWARD. SHORTEN MEDIUM VOLTAGE SWITCH ARRAY FEED TO FIT NEW CONNECTION LOCATION.
- ③ INSTALL SECOND GRID FEED FROM KCP&L VAULT AND CONNECT TO MEDIUM VOLTAGE 4-WAY SWITCH.

## NEW NOTES:

- ① INSTALL NEW 1500KVA CLASS CONDUITS AND WIRE FOR NEW MEDIUM VOLTAGE SWITCH ARRAY, 480V UNIT SUB-STATION.
- ② INSTALL NEW 2500KVA CLASS CONDUITS AND WIRE FOR NEW MEDIUM VOLTAGE SWITCH ARRAY, AND 208V UNIT SUB-STATION.
- ③ MODIFY EXISTING CONDUIT SAVED FROM PHASE 2 TO INSTALL FEED FROM NEW MEDIUM VOLTAGE SWITCH ARRAY TO 16KV MANHOLE.
- ④ INSTALL NEW CONDUIT AND WIRE FROM VISTA SWITCH ROOM TO FEED LUGS OF NEW MEDIUM VOLTAGE SWITCH ARRAY.
- ⑤ INSTALL NEW FEED FROM KCP&L VAULT TO NEW MEDIUM VOLTAGE 4-WAY SWITCH IN VISTA SWITCH ROOM. PREPARE FOR RELOCATION OF MEDIUM VOLTAGE 4-WAY SWITCH IN LATER PHASE.

## PHASE 4 NEW NOTES:

- ① RELOCATE CIRCUITS FROM TEMPORARY 208V SWITCHGEAR TO NEW 208V SWITCHGEAR. WORK TO BE DONE ONE CIRCUIT AT A TIME UNTIL COMPLETE. CONTRACTOR WILL VERIFY NEW CONDUIT AND WIRING IS INSTALLED TO MAXIMUM EXTENT POSSIBLE PRIOR TO SHUTDOWN. TO MINIMIZE DOWN TIME, ALL SHUTDOWNS TO BE SCHEDULED WITH OWNER IN ADVANCE AND DURING NIGHTS AND WEEKENDS TO MINIMIZE INTERRUPTION OF THE FACILITY.
- ② RELOCATE CIRCUITS FROM TEMPORARY 480V SWITCHGEAR TO NEW 480V SWITCHGEAR. WORK TO BE DONE ONE CIRCUIT AT A TIME UNTIL COMPLETE. CONTRACTOR WILL VERIFY NEW CONDUIT AND WIRING IS INSTALLED TO MAXIMUM EXTENT POSSIBLE PRIOR TO SHUTDOWN. TO MINIMIZE DOWN TIME, ALL SHUTDOWNS TO BE SCHEDULED WITH OWNER IN ADVANCE AND DURING NIGHTS AND WEEKENDS TO MINIMIZE INTERRUPTION OF THE FACILITY.
- ③ RELOCATE CIRCUITS FROM DAMAGED DP-B AND DP-C PANELS TO NEW DISTRIBUTION PANELS. POWER DP-B AND DP-C PANELS FROM NEW 208V UNIT SUBSTATION.
- ④ RE-FEED 208V/120V, 1200A BUS DUCT FROM NEW 208V UNIT SUBSTATION.
- ⑤ RELOCATE ALL CIRCUITS FROM EXISTING OF A PANEL TO NEW DP-A PANEL. POWER DP-A PANEL FROM NEW 208V UNIT SUBSTATION.

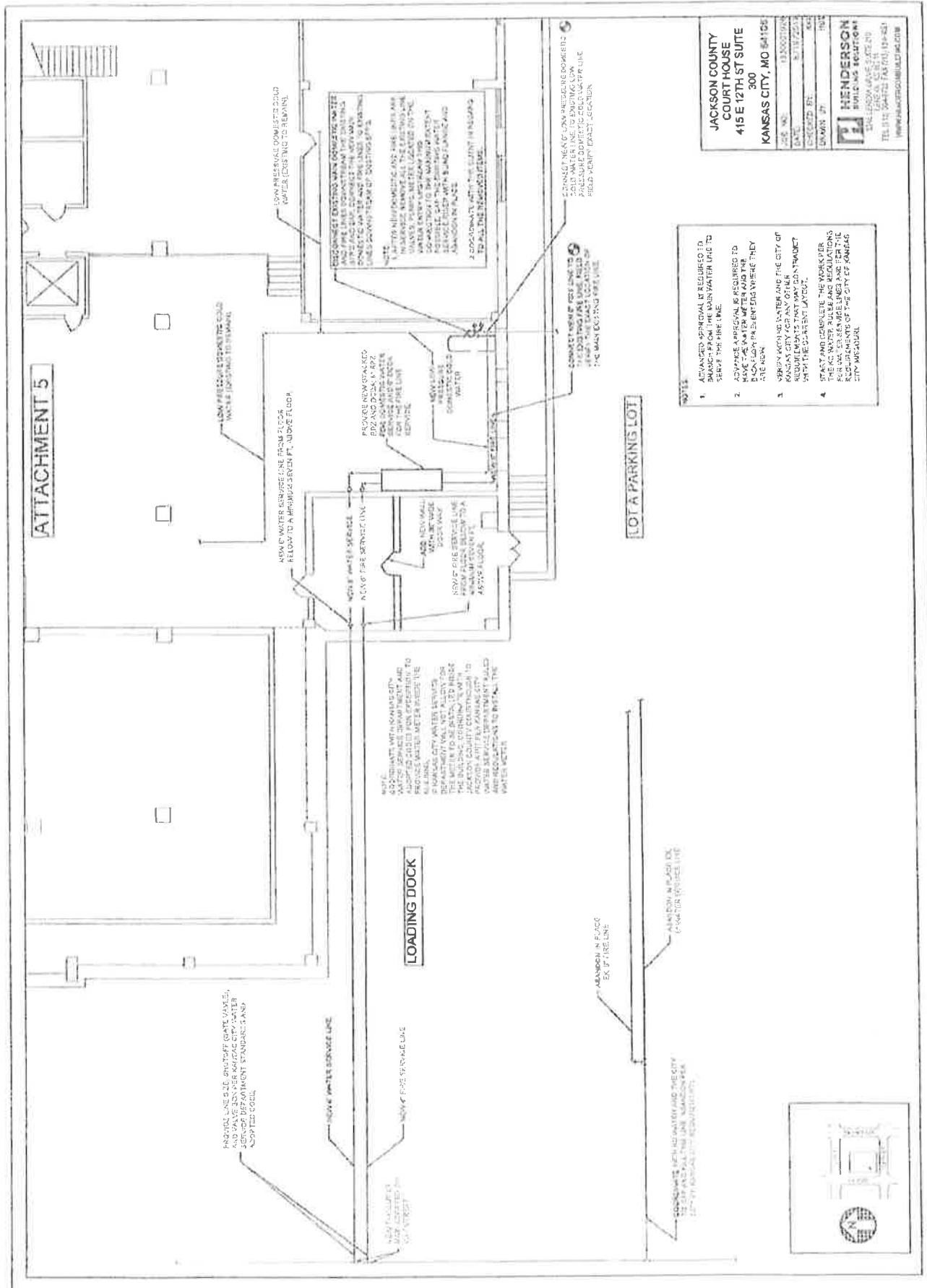
## DEMO NOTES:

- ① DEMO OLD MV SWITCH
- ② DEMO OLD CHILLER & STARTER (2)
- ③ DEMO WINDOWS AND DOORS FOR NEW ELEC ROOM
- ④ DEMO STEAM RADIATORS AND ABANDONED PIPING
- ⑤ RE-ROUTE CONDENSATE LINE
- ⑥ RELOCATE VFD'S ON STRUT RACK
- ⑦ RELOCATE COMPRESSOR LINE DRYER ON STRUT RACK
- ⑧ RELOCATE FLOOR DRAINS & MANHOLE FOR NEW ELEC ROOM.

## PHASE 2 NEW NOTES:

- ① POUR 12" RAISED HOUSEKEEPING PADS
- ② INSTALL STRUCTURE TO SUPPORT 4-WAY TANK SWITCH
- ③ INSTALL PANS AND DRAINS
- ④ REPLACE DOORS AND WINDOWS
- ⑤ INSTALL NEW SWITCH GEAR & WIRING
- ⑥ INSTALL NEW BACKUP LIGHTS & EXIT LIGHTS
- ⑦ DEMO 1 LEG OF 12" 470 FOR 12TH FLOOR @ MANHOLE (THE LEG THAT IS OFF). DEMO END POINT @ MANHOLE VAULT.
- ⑧ INSTALL NEW DR-B & DP-C IN FIRE PUMP ROOM
- ⑨ PAINT FLOOR IN GRAY FLOOR PAINT
- ⑩ PAINT 12" RAISED HOUSEKEEPING PAD EDGES AND STEPS IN BRIGHT WARNING YELLOW WITH ALTERNATING BLACK STRIPES

JACKSON COUNTY COURTHOUSE BASEMENT: NOTE SHEET



## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**A RESOLUTION** transferring \$1,309,400.00 within the 2019 County Improvement Fund, awarding a contract for Owner's Representative Services ("Master Agreement") for the County's detention facilities to JCDC Partners, LLC, of Kansas City, MO, under the terms and conditions of Request for Proposals No. 17-19, and authorizing execution and initiation of two Component Services Agreements under the Master Agreement, at an actual cost to the County not to exceed \$1,309,400.00, with all additional Component Services Agreements that may be executed under the Master Agreement being subject to specific legislative approval for execution and a notice to proceed and transfer or appropriation of funds.

**RESOLUTION NO. 20332**, December 9, 2019

**INTRODUCED BY** Theresa Galvin, County Legislator

WHEREAS, the County has a need for owner's representative consulting services to assist with the development of jail facility-related solutions, including a new County detention facility, to include management or completion of benchmarking, validation of needs, programming, architectural criteria, project procurement, delivery, transition, and the close-out of a new detention facility; and,

WHEREAS, the Director of Finance and Purchasing has solicited written proposals on Request for Proposals No.17-19 for these professional consulting services; and,

WHEREAS, a total of fifty-two notifications were distributed and five responses received, with three being determined to be qualified and evaluated as follows:

<u><b>VENDOR</b></u>	<u><b>EVALUATION POINTS</b></u>
JCDC Partners, LLC Kansas City, MO	89

Kitchell Phoenix, AZ	81
-------------------------	----

JLL Kansas City, MO	70
------------------------	----

and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a contract for owner's representative services ("Master Agreement") and any Component Services Agreements identified in the attachments to that Master Agreement to JCDC Partners, LLC of Kansas City, MO ("JCDC Partners"), for the reason that it has submitted the lowest and best proposal received as set forth in the attached recapitulation and analysis; and,

WHEREAS, the County desires to approve and execute the Master Agreement proposed by JCDC Partners and authorize a series of Component Services Agreements proposed by JCDC Partners as needed and only by specific approval of the Legislature and subsequent appropriation or transfer of funds as needed; and,

WHEREAS, the County desires to initiate two proposed Component Services Agreements at this time and attached hereto (1.0 "Validation of Need Services" and 2.0 "Programming Services" and hereinafter referred to as "Component Services Agreements 1.0 and 2.0"); and,

WHEREAS, a transfer is needed in order to place the funds needed for this contract and Component Services Agreements 1.0 and 2.0 in the proper spending account; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2019 County Improvement Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
County Improvement Fund			
Non-Departmental			
Cnty Improvement			
013-5113	58020- Buildings & Improvements	\$1,309,400	
013-5113	56790- Other Contractual Services		\$1,309,400

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 that the Director be and hereby is authorized to execute for the County the attached Master Agreement and any other documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Department of Finance and Purchasing is authorized to make all payments, including final payment on the contract and any approved Component Services Agreements; and,

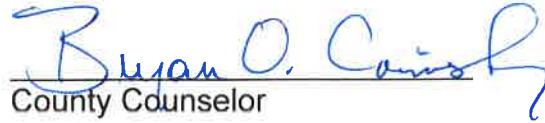
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to execute for the County the attached Component Services Agreements 1.0 and 2.0; and,

BE IT FURTHER RESOLVED that the Director of Public Works be and hereby is authorized to notify JCDC Partners to proceed under said Agreements.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

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

### Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20332 of December 9, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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



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

ACCOUNT NUMBER: 013 5113 58020  
ACCOUNT TITLE: County Improvement Fund  
Non-Departmental Cnty Improvements  
Buildings & Improvements  
NOT TO EXCEED: \$1,309,400.00

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 013 5113 56790  
ACCOUNT TITLE: County Improvement Fund  
Non-Departmental Cnty Improvements  
Other Contractual Services  
NOT TO EXCEED: \$1,309,400.00

The remaining funds for the Master Agreement are subject to appropriation in the County's 2020 annual budget.

12/5/19  
Date

  
Chief Administrative Officer

**MASTER AGREEMENT**

**FOR**

**OWNER'S REPRESENTATIVE SERVICES**

**JACKSON COUNTY, MISSOURI**

**and**

**JCDC PARTNERS, LLC**

Dated: December       , 2019

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## MASTER AGREEMENT FOR OWNER'S REPRESENTATIVE SERVICES

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of December, 2019, by and between County of Jackson, Missouri, a public body corporate and politic of the State of Missouri acting by and through the **Jackson County Legislature** (hereinafter referred to as "Owner"), and **JCDC Partners, LLC**, a Missouri Limited Liability Corporation (hereinafter referred to as "Owner's Representative").

### BACKGROUND INFORMATION

Owner desires to retain the services of an Owner's Representative to assist Owner in developing a New County Jail Project for Jackson County. Owner has selected Owner's Representative as the entity to be engaged as the key consultant and Owner's Representative for the project contemplated by Owner. Owner and Owner's Representative desire to execute and enter into this Agreement for the purpose of setting forth their agreement with regard to the foregoing.

### STATEMENT OF AGREEMENT

This *Master Agreement-Owner's Representative Services* sets forth the basis of understanding, terms, and governance for all *Component Service Agreements* that may be executed during the course of this engagement.

In consideration of the mutual covenants and agreement herein contained and hereby acknowledged, the parties hereto hereby agree as follows:

### ARTICLE 1. DEFINITIONS

In addition to any other terms which are defined in this Agreement, each of the following terms, when used in this Agreement with an initial capital letter, shall have the following meaning:

1.1. **"Approved Development Budget"** means the schedule of all costs and expenses which Owner's Representative estimates will be incurred by or on behalf of Owner in connection with the Development Matters, as submitted by Owner's Representative to Owner with Owner's Representative's request for Owner's approval thereof as, and as approved by Owner as, the Approved Development Budget.

1.2. **"Component Services Agreement"** means any consulting or specialized service agreement to be provided as part of the overall Owner's Representative Services, whether initially provided at the outset of the engagement or whether defined, scoped, negotiated and executed during the engagement period.

1.3. **“Approved Development Schedule”** means the schedule of all activities to be managed by Owner’s Representative, including estimated duration for each activity, as submitted by Owner’s Representative to Owner with Owner’s Representative’s request for Owner’s approval thereof as, and as approved by Owner as, the Approved Development Schedule.

1.4. **“Completion”** means substantial completion of construction of the Jackson County Jail and services as defined in Component Service Agreements. Substantial completion, which shall in any event be deemed to have occurred upon the occurrence of any of the following events: (i) the issuance by the Project architect of a certificate of substantial completion of those Improvements; (ii) the issuance by the appropriate governmental authority of a certificate of occupancy for those Improvements; or (iii) the commencement of beneficial occupancy of those improvements by Owner or persons or entities claiming under Owner.

1.5. **“Owner’s Representative Fee”** means the fee to be paid by Owner to Owner’s Representative pursuant to any and all executed Component Service Agreements.

1.6. **“Development Matters”** means the pre-development, acquisition, development, design, construction, financing, furnishing, equipping and occupancy of the Project.

1.7. **“Expiration Date”** means the date three hundred sixty-five (365) consecutive days after the date of Completion, during which time the Owner’s Representative will assist the Owner in obtaining punch list completion, training, close out documents and construction warranty satisfaction from the parties who construct the Improvements, and assisting Owner in occupying, equipping and furnishing the Project.

1.8. **“Improvements”** means, collectively, all buildings, structures and other improvements (including all site development improvements and landscaping) to be developed on the Site pursuant to this Agreement.

1.9. **“Project”** means the Site and the Improvements.

1.10. **“Project Costs”** means the total of all costs and expenses incurred by or on behalf of Owner with respect to the Development Matters, including all amounts to be paid under agreements entered into by Owner’s Representative or Owner with third parties pursuant to this Agreement.

1.11. **“Site”** means that certain tract or parcel of land located in the County of Jackson, Missouri, upon which the Improvements are to be developed and constructed, as contemplated by this Agreement.

1.12. **“Approved Project Budget”** means the total of all costs and expenses incurred by or on behalf of Owner, which have been approved by the Owner, with respect to the



Development Matters, excluding all amounts to be paid under agreements entered into by Owner's Representative and land acquisition cost.

## **ARTICLE 2.      ENGAGEMENT OF OWNER'S REPRESENTATIVE**

2.1.     Engagement of Owner's Representative. Owner hereby engages Owner's Representative to perform, and hereby grants to Owner's Representative the exclusive right to perform, the services specified in Component Service Agreement(s), subject to and in accordance with the terms and provisions of this Agreement.

2.2.     Acceptance by Owner's Representative. Owner's Representative hereby accepts its engagement by Owner, and agrees to perform the services specified in Component Service Agreement(s) for the benefit of and on behalf of Owner, subject to and in accordance with the terms and provisions of this Agreement.

## **ARTICLE 3.      NATURE OF ENGAGEMENT**

3.1.     Status of Owner's Representative. In the performance of its duties and obligations under this Agreement and all Component Service Agreement(s), Owner's Representative is, and shall at all times during the term of this Agreement be, an independent contractor, and not an employee of Owner. Owner's Representative shall act solely as the agent of Owner in the performance of its duties and obligations under this Agreement and all Component Service Agreement(s). All contracts and agreements executed or entered into by Owner's Representative in connection with the performance of its duties and obligations under this Agreement and all Component Service Agreement(s) shall be contracts and agreements on behalf of, and for the account of, Owner. Except for agreements between Owner's Representative and persons providing it with personnel as provided in Section 5.3 of this Agreement, Owner's Representative shall obtain Owner's prior approval of such contracts and agreements.

3.2.     No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be deemed or construed to create a partnership or joint venture between Owner and Owner's Representative.

## **ARTICLE 4.      TERM OF AGREEMENT**

4.1.     Term. The term of this Agreement shall commence on the date hereof, and shall continue 90 days beyond all executed Component Service Agreements, unless sooner terminated as herein provided.

4.2.     Schedule of Services. Each Component Service Agreement is to provide and define a schedule for accomplishment of the services to be provided under this Owner's Representative Master Service Agreement.



4.3. Performance. Owner's Representative shall not be obligated to perform services under this Agreement after the Expiration Date unless authorized for additional services and compensation.

## **ARTICLE 5. OWNER'S REPRESENTATIVE SERVICES**

5.1. Description of Services. The Owner's Representative services to be performed by Owner's Representative are to be set forth in Component Service Agreement(s) and incorporated herein upon execution.

5.2. Nature of Owner's Representative's Services and Responsibilities. Owner acknowledges and agrees that Owner's Representative's responsibilities under this Agreement and all Component Service Agreement(s) consist solely of advising and consulting with Owner in connection with certain matters pertaining to the Project, and coordinating and monitoring the activities of the design and engineering professionals, contractors and other third parties on behalf of Owner. Other than preparation of Owner's Criteria, Owner further acknowledges that Owner's Representative is not itself preparing any design or engineering plans or specifications directly related to construction of the project, or performing any of the construction or furnishing any of the materials required for the Project; and, accordingly, Owner agrees that Owner's Representative shall have no liability for or with respect to professional services rendered by others; plans, designs or specifications provided by others, construction work performed by others, or materials furnished by others (including without limitation any architect, engineer, construction manager or contractor) in connection with Owner's Representative's responsibilities under this Agreement and all Component Service Agreement(s). Owner's Representative is not providing legal assistance or advice to Owner in connection with such negotiations or otherwise. Owner's Representative will use its best efforts to assist the Owner in identifying and mitigating any hazardous materials that may exist relative to the Project, but assumes no responsibility to Owner in so doing. Owner's Representative is responsible for, and is liable for its performance in accordance with this Agreement and all Component Service Agreement(s) executed under this Agreement.

5.3. Owner's Representative's Team. Owner hereby authorizes Owner's Representative to enter into appropriate agreements to procure the services of additional personnel to carry out Owner's Representative's obligations under this Agreement. The services of any such additional personnel are included within the Owner's Representative Fee.

5.4. Key Personnel. Owner's Representative shall use its best efforts to assign and maintain key personnel to the Project whose qualifications and experience were presented in its written proposal to Owner or is herein defined.

5.5. Owner's Representative's Services Not Exclusive. The services to be rendered by Owner's Representative to Owner are not exclusive and, during the term of this Agreement and all Component Service Agreement(s), Owner's Representative and its affiliates may render services similar or identical to those required of it hereunder to other

owners of real property and may itself engage in the acquisition, development, management and operation of, or any other activities with respect to, real property for its own account or benefit or for others, without any accountability or liability whatsoever to Owner provided that Owner's best interest is represented at all times. Furthermore, any conflict of interest or potential conflict of interest must be disclosed to Owner.

5.6. Owner's Representative's Cooperation. In performing the functions as identified, the Owner's Representative shall act diligently and in good faith and shall cooperate fully with the Owner in all matters relating to the project. The Owner's Representative shall act expeditiously on requests by the Owner regarding project matters.

## **ARTICLE 6. OWNER'S OBLIGATIONS**

6.1. Costs and Expenses. Except as expressly set forth in this Agreement to the contrary, Owner shall bear all costs and expenses of the Project, which are approved by the Owner, and all of the services performed by Owner's Representative under this Agreement shall be performed at the cost and expense of, and for the account of, Owner.

6.2. Owner's Funds; Development Account. Owner covenants and agrees (without creating any third party beneficiary rights) to make available all funds necessary to pay all Project Costs on a current basis.

6.3. Owner's Cooperation. In performing its functions hereunder, Owner shall act diligently and in good faith and shall cooperate fully with Owner's Representative in all matters relating to the Project. Owner shall act as expeditiously as possible on all requests by Owner's Representative for approval and execution of any contract, agreement or other document pertaining to the Project. In exercising its rights of approval, Owner shall act reasonably and in good faith.

## **ARTICLE 7. BOOKS, RECORDS, REPORTS, FISCAL MATTERS**

7.1. Books. Owner's Representative shall maintain for Owner current and complete books of account of all transactions with respect to the Project. Such books of account shall be maintained at Owner's Representative's office or at such other place as the parties shall agree upon, and Owner and Owner's accountants and auditors shall have access to such books of accounts at all reasonable times. Owner's Representative shall maintain said books of account in a safe manner and separate from any books not dealing directly with the Project. Such books of account shall be kept in accordance with sound accounting practices consistently applied, and otherwise in such manner as shall be reasonably required by Owner.

7.2. Records. Owner's Representative shall maintain, in a secure and safe manner, complete and identifiable records on all matters pertaining to Owner's Representative's activities under this Agreement on behalf of Owner with respect to the Project.

7.3. Property of Owner. All such books of account and records shall be and remain the property of Owner, and, upon the expiration or earlier termination of this Agreement, shall be turned over to Owner as provided in Article 10 hereof. Such books and records shall thereafter be available to Owner's Representative at all reasonable times for inspection, audit, examination and transcription for a period of three (3) years from the Expiration Date or earlier date of termination of this Agreement, upon reasonable prior notice to Owner and at the expense of Owner's Representative. Any equipment or supplies purchased for Owner and charged to Owner by Owner's Representative, having a usable life at the expiration of this Agreement, shall be the property of the Owner, and shall be turned over to the Owner as provided in Article 10.

7.4. Reports. Not later than the thirtieth (30th) day of each month during the term of this Agreement, with respect to the preceding calendar month, Owner's Representative shall furnish Owner a statement of all disbursement recommended to the Owner by Owner's Representative in connection with the Project for the preceding calendar month, prepared in such reasonable detail and form as shall be required by Owner.

7.5. Audit. Owner shall have the right, during normal business hours, to inspect, copy and audit at any time, and from time to time, all of Owner's Representative's files, books, records, costs and expenses pertaining to the Project. If Owner elects to audit Owner's Representative's files, books, records, costs and expenses pertaining to the Project, and the audit discloses a material discrepancy from the payment applications or requirements of the contract documents, then, in addition to repaying Owner all sums owing, Owner's Representative shall pay the cost of the audit.

7.6. No Duty of Owner's Representative to Provide Funds. Under no circumstances shall Owner's Representative have any duty or obligation to advance any funds for the account of Owner, but if Owner's Representative does advance any of its own funds for the account of Owner, Owner shall promptly reimburse Owner's Representative therefore.

## **ARTICLE 8. COMPONENT SERVICE AGREEMENTS**

8.1. Component Service Agreement(s). All obligations of scope of service(s), schedule and compensation are to be defined in individual Component Service Agreements. Component Service Agreements may be negotiated and executed individually or in groups as deemed necessary by the Owner and as required by the needs of the project.

8.1.1. Anticipated Component Service Agreements: It is anticipated that the Owner's Representative services required to accomplish this project will be as follows:

8.1.1.1. Component Service Agreement 1.0 – Validation of Need

8.1.1.2. Component Service Agreement 2.0 – Programming

8.1.1.3. Component Service Agreement 2.1 - Benchmarking

8.1.1.4. Component Service Agreement 3.0 – Owner’s Design Criteria Package

8.1.1.5. Component Service Agreement 4-0 – Procurement and Construction Project Management Services

8.1.1.6. Component Service Agreement 5.0 – Transition, Activation and FF&E Services

## ARTICLE 9. COMPENSATION

9.1. Component Services Compensation. Compensation for scopes of services are to be defined in each Component Service Agreement. Compensation for services will be derived either as a percentage of project cost or as a lump sum. A Billing Schedule is to be included in each Component Service Agreement based upon negotiated fee and schedule of completion.

9.2. Additional Services. If the scope of the Project or the services required of Owner’s Representative materially expand or if Owner’s Representative is materially delayed through no fault of its own in providing its services, from the terms of this Agreement, Component Service Agreements, any exhibits to this Agreement, any documents incorporated herein, and any written amendments or modifications of this Agreement or of Component Service Agreements, the Owner’s Representative Fee for such additional services shall be negotiated and agreed to in a written amendment to the Component Service Agreement effected, by the Owner’s Representative and Owner.

9.3. Payment of Owner’s Representative Fee.

9.3.1. The Owner’s Representative Fee shall be paid in accordance with the agreed upon Billing Schedule incorporated in each Component Service Agreement, which shall be established to conform to the Owner’s Representative Fee amount and the schedule for completing the work.

9.3.2. The Owner’s Representative understands that it is in the interest of the Owner to advance the project quickly and efficiently. Should any scope or task defined in Component Service Agreements actually be accomplished in less time than anticipated in project schedule(s), any remaining fee for that Component scope or task be paid upon completion of that scope or task.

9.4. Reimbursable Expenses. Compensation as defined herein, and in Component Service Agreements, does not include out-of-pocket costs of Owner’s Representative for travel and travel expenses for necessary on-site meetings. Any reimbursable expenses due and payable to Owner’s Representative will be fully detailed in the monthly invoice statement to Owner and further documented with original receipts for such expenses.

9.5. Time of Reimbursement. Owner’s Representative shall be reimbursed for out-of-pocket costs and expenses on a calendar monthly basis, within thirty (30) days after submission to Owner of a statement thereof, together with such supporting material and



detail as may be reasonably required by Owner; out-of-pocket expenses will be invoiced with monthly invoicing as defined by herein and in Component Service Agreement(s).

## **ARTICLE 10. DEFAULT AND REMEDIES**

10.1. Default by Owner's Representative. Owner's Representative shall be in default under this Agreement if Owner's Representative fails to perform any of its duties and obligations under this Agreement and does not cure or remedy such failure to perform within thirty (30) days after receipt of written notice from Owner with respect thereto; provided, however, that, if, Owner's Representative commences such cure within five (5) business days after receipt of written notice from Owner and thereafter proceeds diligently and in good faith to cure and cannot cure within thirty (30) days after receipt of written notice from Owner due to circumstances beyond Owner's Representative's control, then such cure period shall be reasonably extended to allow cure.

10.2. Remedy of Dispute: Mediation. Disputes are to be initially referred to nonbinding mediation as a condition precedent to any further dispute resolution proceedings. Owner and Owner's Representative will mutually agree to the appointment of a mediator within ten (10) days following a party's demand for mediation or, if the parties are unable to reach agreement within such time period, the Forum will appoint a mediator with experience in mediating complex construction-related disputes. Owner and Owner's Representative will share equally in the cost of the mediator. Mediation will occur no more than thirty (30) days from the date the mediator is appointed. If a Dispute is settled through mediation, the terms of settlement must be reduced to writing and signed by Owner and Owner's Representative.

10.3. Remedies of Owner. Upon the occurrence of a default by Owner's Representative under this Agreement, Owner may pursue any one or more of the following remedies, separately or concurrently or in any combination, without further notice or demand whatsoever:

10.3.1. Owner may terminate this Agreement by giving Owner's Representative written notice of such termination, in which event this Agreement shall be terminated at the time designated by Owner in its notice of termination to Owner's Representative.

10.3.2. With or without terminating this Agreement, Owner may bring an action against Owner's Representative to recover from Owner's Representative all damages, recoverable at law for reason of negligence, suffered, incurred or sustained by Owner as a result of, by reason of or in connection with such default.

10.4. Default by Owner. Owner shall be in default under this Agreement if Owner fails to perform any of its duties and obligations under this Agreement and does not cure or remedy such failure to perform within thirty (30) days after receipt of written notice from Owner's Representative with respect thereto; provided, however, that, if failure to perform, Owner commences such cure within five (5) business days after receipt of written notice

from Owner's Representative and thereafter proceeds diligently and in good faith to cure and cannot cure within thirty (30) days after receipt of written notice from Owner's Representative due to circumstances beyond Owners control, then such cure period shall be reasonably extended to allow cure.

10.5. Remedies of Owner's Representative. Upon the occurrence of a default by Owner under this Agreement, Owner's Representative may pursue any one or more of the following remedies, separately or concurrently or in a combination, without further notice or demand whatsoever:

10.5.1. Owner's Representative may terminate this Agreement by giving Owner written notice of such termination, in which event this Agreement shall be terminated at the time designated by Owner's Representative in its notice of termination to Owner.

10.5.2. With or without terminating this Agreement, Owner's Representative may bring an action against Owner to recover from Owner all damages, recoverable at law, suffered, incurred or sustained by Owner's Representative as a result of, by reason of or in connection with such default.

10.6. Other Remedies. In the event of the occurrence of a default hereunder, the prevailing party shall, in addition to its other rights and remedies hereunder, have the right to recover from the party in default all reasonable costs and expenses incurred by the prevailing party in enforcing its rights and remedies hereunder, including reasonable attorneys' fees. The termination of this Agreement by either Owner's Representative or Owner by reason of default by the other party shall not relieve either party of any of its duties and obligations theretofore accrued under this Agreement prior to the effective date of such termination.

## **ARTICLE 11. EXPIRATION, TERMINATION, SUSPENSION OR ABANDONMENT.**

11.1. Termination. Owner's Representative or Owner may terminate this Agreement at any time by giving 30 days' written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which Owner or Owner's Representative may be entitled to receive or be obligated to perform under this Agreement

11.2. Owner's Representative's Obligations. Upon the expiration or earlier termination of this Agreement, Owner's Representative shall promptly:

11.2.1. Upon request by Owner, deliver to Owner or such other person as Owner shall designate all materials, supplies, equipment, keys, contracts and documents, all books of account maintained pursuant to Section 7.1 hereof, and all records maintained pursuant to Section 7.2 hereof, pertaining to this Agreement and the Project.

11.2.2. Subject to Owner's Representative's obtaining any consent of any third party required therefore, assign all existing contracts approved by Owner relating to the Project to Owner or such other person or entity as Owner shall designate. Any contract or agreement that Owner's Representative negotiates on behalf of Owner that is subject to this paragraph shall contain a statement that prohibits such third party from unreasonably withholding the requisite consent.

11.2.3. Furnish all such information, take all such other action, and cooperate with Owner as Owner shall reasonably require in order to effectuate an orderly and systematic termination of Owner's Representative's services, duties, obligations and activities hereunder.

11.2.4. Within thirty (30) days after the expiration or termination of this Agreement, cause to be furnished to Owner a report similar in form and content to Owner's Representative's monthly reports covering the period from the last previous monthly report to the date of expiration or termination of this Agreement.

11.2.5. Furnish a report of all outstanding orders for services, materials and supplies ordered by Owner's Representative as a result of its obligations arising under this Agreement at the time of expiration or termination. Such report shall include the status of payment for such services, i.e., whether they have been charged to or paid by Owner's Representative, and whether they have been charged to or paid by Owner. Such report shall be furnished no later than thirty days after the date of expiration or termination.

11.3. Owner's Obligations. Upon the expiration or earlier termination of this Agreement, Owner shall promptly:

11.3.1. Assume any contracts which may have been entered into by Owner's Representative in its own name relating to the Project, provided, however, that Owner has specifically authorized Owner's Representative to enter into such contract. Further, Owner will indemnify Owner's Representative against any liability by reason of actions required to be done by Owner's Representative under any such approved contract after the effective date of such expiration or termination, unless Owner's Representative has defaulted. In such case that this Agreement is terminated due to a default by the Owner's Representative, there shall be no such indemnity.

11.3.2. Pay for and indemnify Owner's Representative against the cost of all services, materials and supplies, if any, which may have been ordered by Owner's Representative as a result of its obligations arising under this Agreement that has not been charged to or paid by Owner's Representative and reimbursed under this Agreement at the time of expiration or termination, but have since been paid for by Owner's Representative and were included in the

report submitted pursuant to Section 10.2.5; provided, however, that Owner actually receives such services, materials and supplies in a satisfactory manner or condition; provided further that demand for such payment is in a reasonable and timely manner.

11.4. Suspension. If the Project is suspended by Owner for more than thirty (30) consecutive days, Owner's Representative shall be compensated for services prior to notice of such suspension. When the Project is resumed, the Owner's Representative Fee shall be equitably adjusted by written amendment to this Agreement to provide for Owner's Representative's expenses incurred in the interruption and resumption of its services.

## **ARTICLE 12. INSURANCE**

12.1. Owner's Insurance Requirements. Throughout the term of this Agreement, Owner shall carry and maintain in force, or cause to be carried and maintained in force by the construction contractor, the insurance described in Subsections 12.1.1, below, the premiums of all of which shall be the sole cost and expense of Owner.

12.1.1. "All risk" builder's risk insurance, provided either directly by Owner or through its construction contractor(s), written on 100% of the completed value basis, in an amount not less than the total replacement cost of the Project under construction (excluding site preparation and grading, but specifically including paving, parking lots, foundations and other undersurface installations subject to collapse or damage by other insured perils), including, if applicable, the coverage available under the so-called "installation floater". Owner shall be required to maintain such insurance only during periods when improvements are actually under construction. Owner shall, upon Owner's Representative's request, furnish Owner's Representative with appropriate certificates evidencing the insurance required to be maintained by Owner hereunder. If Owner for any reason fails to obtain and/or maintain in force any of the insurance required under Subsections 12.1.1, above, then Owner shall, and Owner does hereby agree to, indemnify Owner's Representative against, and hold, save and defend Owner's Representative harmless from, any and all claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs incurred in enforcing this indemnity and otherwise) which Owner's Representative may suffer or incur, or which may be asserted against Owner's Representative, whether meritorious or not, against which Owner's Representative would or should have been insured under any required insurance which Owner does not for any reason obtain or maintain in force.

12.2. Owner's Representative's Insurance Requirements. Throughout the term of this Agreement, Owner's Representative shall carry and maintain in force the insurance described in Subsections 12.2.1 through 12.2.4, below.



12.2.1. Commercial General Liability Insurance (including protective liability coverage on operations of independent contractors engaged in construction, blanket contractual liability coverage, products liability coverage, and explosion, collapse and underground hazards coverage) for the benefit of Owner's Representative, against claims for personal injury, bodily injury and property damage, with a limit of not less than One Million Dollars (\$1,000,000) in the event of personal injury or bodily injury to any number of persons or of damage to property arising out of any one occurrence, and not less than \$2,000,000 in the aggregate applicable to this Project.

12.2.2. Workers' compensation insurance covering all employees of Owner's Representative employed in, on or about the Project in order to provide statutory benefits as required by the laws of the State of Missouri.

12.2.3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Owner shall be named as Additional Insured for this coverage.

12.2.4. Professional Liability: \$5,000,000 aggregate covering Owner's Representative in connection with the services to be provided by Owner's Representative under this Agreement.

12.2.5. Owner's Representative shall, upon Owner's request, furnish Owner with appropriate certificates evidencing the insurance required to be maintained by Owner's Representative hereunder. If Owner's Representative for any reason fails to obtain and/or maintain in force any of the insurance required under Subsections 11.2.1 through 11.2.4, above, then Owner's Representative shall, and Owner's Representative does hereby agree to, indemnify Owner against, and hold, save, and defend Owner harmless from, any and all claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs incurred in enforcing this indemnity and otherwise) which Owner may suffer or incur, or which may be asserted against Owner, whether meritorious or not, against which Owner would or should have been insured under any required insurance which Owner's Representative does not for any reason obtain or maintain in force.

12.3. Owner's Insurance Primary Coverage. As between any insurance carried by Owner and any insurance carried by Owner's Representative, Owner's insurance shall for all purposes be considered the primary coverage, and no claim shall be made under or with respect to any insurance maintained by Owner's Representative except in the event that Owner's entire insurance is exhausted (without regard to whether the actual amount of Owners' insurance exceeds the amounts specified in this Article 12).

### **ARTICLE 13. STANDARD OF CARE: LIABILITY: INDEMNITY.**

13.1. Standard of Care. In the performance of its duties and obligations under this Agreement, Owner's Representative shall, subject to budgetary constraints and limitations imposed by Owner on the Project, perform diligently and in good faith.

13.2. Limitations on Liability. Neither Owner's Representative nor any agent or employee of Owner's Representative shall have any liability to Owner for any reasonable mistakes or errors of judgment, for any reasonable mistakes of fact or of law, or for any act or omissions within the scope of the authority conferred upon Owner's Representative by this Agreement; provided, however, that the foregoing shall not extend to losses, damages or expenses suffered or incurred by Owner if and to the extent the same are caused by any gross negligence or willful misconduct of Owner's Representative or its agents or employees.

13.3. Indemnity. All indemnity obligations of the parties shall be governed by paragraph 8.6.1 of Owner's Request for Proposals 17-19.

13.4. Relationship to Insurance. In no event shall the indemnification provisions of Sections 12.3 or 12.4, above, diminish, affect, impede or impair, in any manner whatsoever, the benefits to which any party may be entitled under any insurance policy with respect to the Project required by this Agreement or otherwise, or under the terms of any waiver of any subrogation contained therein.

13.5. No Third-Party Beneficiaries. None of the duties and obligations of Owner's Representative under this Agreement shall in any way or in any manner be deemed to create any liability of Owner's Representative to, or any rights in, any person or entity other than Owner.

13.6. Independent Contractors. No person who shall be engaged as an independent contractor by either Owner or Owner's Representative, or both, shall be considered an employee, servant, agent or other person for whom either Owner or Owner's Representative (as the case may be) is responsible for the purposes of Indemnifications in the foregoing Sections of this Article 13.

### **ARTICLE 14. REPRESENTATIONS AND WARRANTIES.**

14.1. Of Owner. Owner represents and warrants to Owner's Representative that: (i) Owner is a public body corporate and politic, duly organized, validly existing and in good standing under the laws of the State of Missouri, is qualified to transact business in the State of Missouri, and has the full and complete right, power and authority to enter into this Agreement and perform Owner's duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement; and (ii) Owner is the true and lawful owner of the Project.

14.2. Of Owner's Representative. Owner's Representative represents and warrants to Owner that: (i) Owner's Representative is a corporation, duly organized, validly existing and in good standing under the laws of the State of Missouri, is qualified to transact business in the State of Missouri, and has the full and complete right, power and authority to enter into this Agreement and perform Owner's Representative's duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement; and (ii) Owner's Representative has obtained or will obtain all necessary licenses and permits which are required for Owner's Representative to perform Owner's Representative's services pursuant to this Agreement.

## ARTICLE 15. GENERAL PROVISIONS.

15.1. Relationship Between Parties. The relationship of the parties shall be limited to the Project. Nothing herein shall be deemed to authorize Owner's Representative to act as the general agent of Owner.

15.2. Notices. Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally-recognized commercial courier for next business day delivery, to the addresses set forth below or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile to the number for each party set forth below or to such other numbers as are specified by written notice given in accordance herewith:

OWNER:	Jackson County, Missouri 415 East 12 <sup>th</sup> Street Kansas City, Missouri 64106
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OWNER'S REPRESENTATIVE :	JCDC Partners, LLC 1220 Washington Street Kansas City, MO 64105 Attention: W. Robert Glass, AIA Email: bglass@cglcompanies.com
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All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address or facsimile number of which no notice was given as hereinabove provided

or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of facsimile transmittal, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

15.3. Assignment: Binding Effect. The rights of the parties under this Agreement are personal to the parties and may not be assigned without prior written consent of the other party, which consent shall not be unreasonably withheld; This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and permitted assigns.

15.4. Authorized Representatives. Any consent, approval, authorization or other action required or permitted to be given or taken under this Agreement by Owner or Owner's Representative, as the case may be, shall be given or taken by one or more of the authorized representatives of each. For purposes of this Agreement; (i) the authorized representatives of Owner shall be any one or more of the following – Jackson County Administration or designee, (ii) the authorized representatives of Owner's Representative shall be W. Robert Glass or designee. Any party hereto may from time to time designate other or replacement authorized representatives to the other party hereto. The written statements and representations of any authorized representative of Owner or Owner's Representative shall be binding upon the party for whom such person is an authorized representative, and the other party hereto shall have no obligation or duty whatsoever to inquire into the authority of any such representative to take any action which he proposes to take.

15.5. Headings. The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

15.6. Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

15.7. Defined Terms. Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

15.8. Pronouns. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

15.9. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application

of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

15.10. Non-Waiver. Failure by either party to complain of any action, non-action or default of the other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by either party of any right arising from any default of the other party shall not constitute a waiver of any other right arising from a subsequent default of the same obligation or for any other default, past, present or future.

15.11. Rights Cumulative. All rights, remedies, powers and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

15.12. Time of Essence. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration of this Agreement.

15.13. Applicable Law. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

15.14. Entire Agreement. This Agreement, along with Request for Proposal No. 17-19, addenda to RFP No. 17-19, JCDC Partner's responding proposal, and all executed Component Service Agreement(s) contains the entire agreement of Owner and Owner's Representative with respect to the engagement of Owner's Representative as the Owner's Representative for the Project, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of no force or effect.

15.15. Modifications. This Agreement shall not be modified or amended in any respect except by a written agreement executed by Owner and Owner's Representative in the same manner as this Agreement is executed.

15.16. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.



IN WITNESS WHEREOF, Owner and Owner's Representative have caused their respective duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first above written.

OWNER:

Jackson County, Missouri

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER'S REPRESENTATIVE

JCDC Partners, LLC a Missouri  
Corporations

By:  \_\_\_\_\_

Attest: W. Robert Glass, AIA

Title: Executive Vice President

## JCDC Partners, LLC

1220 Washington Street  
Kansas City, Missouri 64105  
816.512.1003

December 3, 2019

Mr. Brian Gaddie, P.E.  
Director Public Works  
Jackson County, Missouri

### **RE: Owner Representative Services – New Jackson County Jail**

Director Gaddie:

As requested, we hereby submit a revised approach and proposal based upon discussions held in the past several months.

We are very excited to have this opportunity to serve Jackson County; we have an incredibly strong team of national and local experts in detention operations, planning, project management, design and construction along with a host of industry leading local partners ready to proceed on your behalf; the majority of the local team members are MWVBE sub-consultants.

#### **New Approach**

We understand that it is the County's desire to procure Owner Representative, and other specialized expertise based services to be provided by the Owner's Representative, in ordered work orders. To that end, and as you requested, please find attached to this letter a revised form of agreement designed to allow you to authorize specific component work orders incrementally.

The Master Agreement-Owner's Representative Services attached hereto, combines all stipulations required and requested by the County during the Agreement negotiations of the previous form of agreement.

The Component Service Agreements 1.0 – Validation of Need and 2.0- Programming, attached hereto, contain the exact technical scopes defined under those task in the previous Agreement. Additionally, both Component Service Agreements have added scope for general Owner Representative services, relative to just that technical work order, that was previously provided under the singular scope.

This approach allows for all obligations of scope of service(s), schedule and compensation to be defined in individual Component Service Agreements. Component Service Agreements may be negotiated and executed individually or in groups as deemed necessary by the Owner and as required by the needs of the project.

#### **Fee Proposal**

Below, please find our fee proposal for all services as previously discussed. The fees below are for all professional services to be provided by JCDC Partners.

## Owner's Representation Services - Fee Summary

Jackson County Jail

### Component Service Agreements - Stepped Work Orders

<b>Component Service Agreement 1.0 - Validation of Need</b>	\$	<b>455,300</b>	<i>Lump Sum</i>
Reimbursable Expenses	\$	38,600	
<b>Component Service Agreement 2.0 - Programming</b>	\$	<b>776,800</b>	<i>Lump Sum</i>
Reimbursable Expenses	\$	38,700	
<b>Component Service Agreement 2.1- Benchmarking</b>	\$	<b>40,300</b>	<i>Lump Sum</i>
Reimbursable Expenses	\$	8,915	
<b>Component Service Agreement 3.0 - Owner's Design Criteria Package</b>	\$	<b>2,308,000</b>	<i>Lump Sum</i>
Reimbursable Expenses	\$	48,200	
<b>Component Service Agreement 4.0 - Procurement and Construction Project Management Services</b>	\$	<b>4,529,220</b>	<i>Fee based upon 2.5 % of cost of project managed by OR. Fee will be converted to Lump Sum upon completion of Component Service Agreement 2.0 - Programming</i>
Reimbursable Expenses	\$	118,050	
<b>Component Service Agreement 5.0 - Transition, Activation and FF&amp;E Services</b>	\$	<b>428,750</b>	<i>Lump Sum</i>
Reimbursable Expenses	\$	17,850	

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\$	<b>8,808,685</b>
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Scopes for each Component Service Agreement (work order) are appended to this letter.

We are prepared to begin work upon your notice-to-proceed and look forward to making assisting Jackson County in making this a highly successful project. Please let me know if you have any questions.

Sincerely;



JCDC Partners  
Rick Davidson, AIA, Project Director

cc: Robert Glass, Dan Musser



## **COMPONENT SERVICE AGREEMENT 1.0 - VALIDATION OF NEED - SCOPE**

- 1.1. Provide a review and synopsis of existing reports
  - 1.1.1. Document key findings and recommendations from prior studies
  - 1.1.2. Identify common themes and categorize by topic areas
  - 1.1.3. Update status of recommendations
- 1.2. Provide a comprehensive assessment of current justice system conditions
  - 1.2.1. Identify key system policies relative to enforcement, supervision, incarceration, and treatment
  - 1.2.2. Assess use and effectiveness of program alternatives to incarceration
  - 1.2.3. Review efficiency and impact of justice system processing
- 1.3. Submit a profile of the jail population that documents the following key characteristics:
  - 1.3.1. Demographics
  - 1.3.2. Charge
  - 1.3.3. Legal status
  - 1.3.4. Length of Stay
  - 1.3.5. Security classification
  - 1.3.6. Medical/mental health status
  - 1.3.7. Program need
- 1.4. Submit a forecast jail system needs
  - 1.4.1. Projected jail population levels by classification, gender, and legal status
  - 1.4.2. Capacity requirements to safely manage projected population levels in a secure, cost-effective manner
  - 1.4.3. Programs needed to address criminogenic issues and reduce recidivism
  - 1.4.4. Resource requirements to support projected system needs

- 1.5. Provide a comparison of findings with conclusions from prior studies
  - 1.5.1. Document alternative scenarios to address needs
  - 1.5.2. Alternative sanctions to divert offenders away from jail
  - 1.5.3. Policy changes to reduce reliance on incarceration
  - 1.5.4. Process changes to reduce the amount of time in jail required as offenders progress through the justice system
  - 1.5.5. Adjust required jail capacity requirements for each scenario
- 1.6. Provide cost/benefit analysis of alternatives
- 1.7. Submit justice system plan consistent with stakeholder decisions on alternative scenarios
- 1.8. Provide General Owner Representative project management for *Validation of Need* - scope
  - 1.8.1. Work Plan/Project Controls
    - 1.8.1.1. Prepare overall plan for Validation of Need scope, including:
      - 1.8.1.1.1. Information flow and overall communications plan.
      - 1.8.1.1.2. Approval levels
      - 1.8.1.1.3. Overall policies and procedures
      - 1.8.1.1.4. Budget/Cash Flow
      - 1.8.1.1.5. Schedule
  - 1.8.2. Coordinate with other County Agencies
  - 1.8.3. Coordination, documentation and scheduling of all meetings necessary to accomplish scope.
  - 1.8.4. Provide on-going communication and reporting.
  - 1.8.5. Prepare Quality Plan for Validation of Need scope.
  - 1.8.6. Public Relations

- 1.8.6.1. Assist county with communication and information campaigns/activities including production of supporting materials and presentations.

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## **COMPONENT SERVICE AGREEMENT 2.0 – PROGRAMMING - SCOPE**

### Provide Operational Program

- 1.9. Define facility mission, goals and objectives in conjunction with appropriate stakeholders
- 1.10. Define overall management standards and benchmark requirements
- 1.11. Define management approach under which the facility will be operated.
- 1.12. Define all levels of security and special populations by gender and management requirements
- 1.13. Determine all existing and planned programs to be made available and define operational and delivery parameters for each population and security level
- 1.14. Determine overall operational protocols for healthcare, food, laundry, maintenance, and in-custody movement
- 1.15. Assess jail operations
  - 1.15.1. Staffing
    - 1.15.1.1. Roster management
    - 1.15.1.2. Overtime management
  - 1.15.2. Classification system
    - 1.15.2.1. Validity review
    - 1.15.2.2. Reliability assessment
  - 1.15.3. Information management
    - 1.15.3.1. Offender data systems
    - 1.15.3.2. Security technology
  - 1.15.4. Programs

- 1.15.4.1. Gap analysis of program availability and population need profile
- 1.15.4.2. Assessment of evidenced-base practices
- 1.15.5. Support services
  - 1.15.5.1. Review of efficiency of service delivery models
- 1.16. Upon completion of Architectural Program, consult and assist Jail Transition team with preparation of preliminary staffing plan and preliminary post directives.

Provide Architectural Program

- 1.17. Develop a listing of each space required in the facility
- 1.18. Establish space standards and guidelines
- 1.19. Identify square footage of each space by standards and guidelines
- 1.20. Identify staff for each functional space
- 1.21. Identify total number of spaces for each space type
- 1.22. Identify non-functional space square footage parameters for circulation and building components to determine overall gross square footage required.
- 1.23. Develop functional adjacency and relationship diagrams to Identify spaces where proximity or security separation are required or desired
- 1.24. Provide General Owner Representative project management for *Programming* - scope
- 1.25. Work Plan/Project Controls
  - 1.25.1. Prepare overall plan for Programming scope, including:
    - 1.25.1.1. Information flow and overall communications plan.
    - 1.25.1.2. Approval levels
    - 1.25.1.3. Overall policies and procedures
    - 1.25.1.4. Budget/Cash Flow
    - 1.25.1.5. Schedule
- 1.26. Coordination with other County Agencies

1.27. Coordination, documentation and scheduling of all meetings necessary to accomplish scope.

1.28. Provide on-going communication and reporting.

1.29. Prepare Quality Plan for Programming scope.

1.30. Public Relations

1.30.1. Assist county with communication and information campaigns/activities including production of supporting materials and presentations.

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## **COMPONENT SERVICE AGREEMENT 2.1 – BENCHMARKING - SCOPE**

1.1. Benchmark programmed facility with like high-performing facilities; with regard to proposed operations, configuration, procedures and staffing.

1.1.1. Arrange presentations and tours as appropriate with operators and facilities and provide checklist of pertinent issues

1.1.2. Attend presentations and tour(s) with Owner

1.1.3. Prepare summary benchmark report

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## **COMPONENT SERVICE AGREEMENT 3.0 – OWNER’S DESIGN CRITERIA PACKAGE - SCOPE**

1.1. Prepare Basis-of-Design project narratives and performance specifications sufficient to provide competitive procurement for a Design/Build, Design/Build/Finance or Design/Build/Finance/Maintain project delivery method if any of these methods are utilized.

1.2. Prepare room data sheets outlining the specific technical requirements for each room type defined in the architectural space program

1.3. Prepare departmental adjacency drawings indicating all spaces (defined in the architectural space program) as they should relate one to the other.

1.4. Prepare overall building adjacency drawing showing how all departments and building components relate one to the other.

- 1.5. Prepare indicative (preliminary and high level) plans for all housing/living units
- 1.6. Provide General Owner Representative project management for *Owner's Design Criteria Package*- scope
- 1.7. Work Plan/Project Controls
  - 1.7.1. Prepare overall plan for Programming scope, including:
    - 1.7.1.1. Information flow and overall communications plan.
    - 1.7.1.2. Approval levels
    - 1.7.1.3. Overall policies and procedures
    - 1.7.1.4. Budget/Cash Flow
    - 1.7.1.5. Schedule
- 1.8. Coordination with other County Agencies
- 1.9. Coordination, documentation and scheduling of all meetings necessary to accomplish scope.
- 1.10. Provide on-going communication and reporting.
- 1.11. Prepare Quality Plan for Programming scope.
- 1.12. Public Relations
  - 1.12.1. Assist county with communication and information campaigns/activities including production of supporting materials and presentations.

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## **COMPONENT SERVICE AGREEMENT 4.0 – PROCUREMENT AND CONSTRUCTION PROJECT MANAGEMENT SERVICES - SCOPE**

### **Site Selection Services**

- 1.13. Prepare reports on proposed Site(s) suitability including:
  - 1.13.1. Location and geographic information
  - 1.13.2. Project adaptability issues

- 1.13.3. Economic issues
- 1.13.4. Constructability issues

**DB Entity Procurement - Project Delivery Implementation**

- 1.14. Project Procurement Planning
  - 1.14.1. Assist with decisions regarding project procurement; including determination of detailed project scope/schedule/budgets and project design and construction delivery method.
  - 1.14.2. Conduct 1-day workshop to discuss and determine project design and construction delivery alternatives with regard to best value to County for the near and long term.
  - 1.14.3. Identify and present project delivery methods with applicable pros and cons relative to schedule and total-cost-of-ownership.
  - 1.14.4. Identify and present delivery methods legislatively permissible for use by county
- 1.15. Prepare implementation plan for selected project delivery method
  - 1.15.1. Assist with preparation of RFQ and RFP solicitation requirements and materials.
  - 1.15.2. Prepare draft agreements for design and construction procurement
- 1.16. Assist with design and construction selection.
  - 1.16.1. Generate schedule of selection milestones and critical dates
  - 1.16.2. Assist with pre-proposal meetings
  - 1.16.3. Assist with managing questions and addenda process
  - 1.16.4. Assist with analysis of proposals
  - 1.16.5. Assist in development of selection format
- 1.17. Contract Negotiations
  - 1.17.1. Prepare analysis of fee(s) and contract exceptions/inclusions
  - 1.17.2. Coordinate negotiation meeting(s)

1.17.3. Assist in final negotiations

1.17.4.

**Design & Construction Management**

General Pre-Design, Planning, Project Controls

1.18. Work Plan/Project Controls

1.18.1. Prepare overall plan for project including:

1.18.2. Information flow and overall communications plan.

1.18.3. Approval levels

1.18.4. Overall policies and procedures

1.18.5. Budget/Cash Flow

1.18.6. Schedule

1.19. Coordinate with other County Agencies

1.20. Prepare Quality Plan

1.21. Compile Source Data

1.21.1. Review existing material with respect to site

1.21.2. Recommend additional data required

1.21.3. Assist with obtaining the following data

1.21.3.1. Boundary Survey

1.21.3.2. Topographic Survey

1.21.3.3. Geotechnical data

1.21.3.4. Environmental restrictions

1.21.3.5. Building codes

1.21.3.6. Water Retention Requirements

1.21.3.7. Easements

1.21.3.8. Traffic Analysis



- 1.21.3.9. Zoning restrictions
- 1.22. Public Relations
  - 1.22.1. Assist county with communication and information campaigns/activities including production of supporting materials and presentations.
- 1.23. Project Master Budget and Schedule
  - 1.23.1. Prepare overall project capital expenditure budget
    - 1.23.1.1. Update project budget at all major milestones and/or minimum monthly
  - 1.23.2. Prepare “total cost of ownership” model for 30-year life cycle inclusive of financing cost, operations, staffing and facility maintenance
    - 1.23.2.1. Update TCO model as required when significant incidents occur (capital budget or scope modification)
  - 1.23.3. Prepare master project schedule
    - 1.23.3.1. Identify project milestones, critical paths and project task
    - 1.23.3.2. Update project schedule at all major milestones and/or minimum monthly
- 1.24. Project Orientation (for DB Entity)
  - 1.24.1. Develop agenda and conduct project orientation meeting
  - 1.24.2. Integrate team into project development process
  - 1.24.3. Arrange meetings with key county officials
  - 1.24.4. Develop briefings for summary of planning documents (includes criteria document orientation if utilized)
- 1.25. Design and Compliance Review
  - 1.25.1. Participate in all Owner/Architect design meetings
  - 1.25.2. Document and monitor compliance with all key Owner design directives
  - 1.25.3. Provide design review, consultation and comment as well as criteria compliance reviews during all phases of design utilizing a Total Cost of

Ownership model regarding budget, schedule, constructability and quality objectives of the project

- 1.25.4. Assist in the Value Analysis/Engineering process as budget is confirmed/established and design is completed
- 1.25.5. Monitor completion of the Schematic Design, Design Development, and Construction Documents.
- 1.25.6. Monitor design and document packages relative to contractual obligations, operational and security objectives, over-arching project goals and objectives, and design standards. Recommend design modifications necessary to meet the project requirements.
- 1.26. Management Information Control System (system tailored to Jackson County)
  - 1.26.1. Information tracking, reporting and administration, including:
    - 1.26.1.1. Cost
      - 1.26.1.1.1. Implement cost management system
      - 1.26.1.1.2. Cost monitoring for compliance
      - 1.26.1.1.3. Continuous value engineering recommendations
      - 1.26.1.1.4. Monitoring of bid packages and project contingencies
    - 1.26.1.2. Schedule
      - 1.26.1.2.1. Monitor and control master schedule
      - 1.26.1.2.2. Monitor and control of design issues relating to schedule
      - 1.26.1.2.3. Long lead equipment procurement monitoring
    - 1.26.1.3. Cash flow
      - 1.26.1.3.1. Maintain and manage total project accounting system to track all present and expected expenditures
- 1.27. Bid / Award Representation
  - 1.27.1. Assist with preparation of bid documents
  - 1.27.2. Monitor bidders list and bid documents
  - 1.27.3. Assist with activities to stimulate competition

- 1.27.4. Prepare evaluation and recommendations of bids for award
- 1.27.5. Assist with preparation of final contract(s)
- 1.27.6. Assist with contract negotiations and contract execution
- 1.27.7. Review of bidder insurance forms and bonds
- 1.28. Construction Representation
  - 1.28.1. Provide on-site construction representative
    - 1.28.1.1. Monitor labor and materials progress
    - 1.28.1.2. Monitor and address quality of workmanship and materials
    - 1.28.1.3. Coordinate information flow
    - 1.28.1.4. Coordinate progress payments
    - 1.28.1.5. Assist with resolving conflicts
    - 1.28.1.6. Change Order management and processing
    - 1.28.1.7. Monitor and manage owner provided technical inspections
    - 1.28.1.8. Conduct, monitor and manage punch list
- 1.29. Construction Information tracking, reporting and administration, including:
  - 1.29.1. Cost
    - 1.29.1.1. Monitor and track all construction related cost and provide monthly reports
    - 1.29.1.2. Provide continuous value engineering recommendations
    - 1.29.1.3. Monitor all bid packages and project contingencies and provide monthly reports
  - 1.29.2. Schedule
    - 1.29.2.1. Monitor and control master schedule and provide monthly reports
    - 1.29.2.2. Monitor and control of construction issues relating to schedule
    - 1.29.2.3. Long lead equipment monitoring

- 1.29.3. Cash flow
  - 1.29.3.1. Maintain and manage total project accounting system to track all present and expected expenditures
- 1.30. Special Professional Services Management
  - 1.30.1. Project Commissioning Plan
    - 1.30.1.1. Draft technical requirements for Commissioning Agent (CxA) RFQ/RFP and contract agreement
    - 1.30.1.2. Review CxA proposals and assist with interviews, selection and contract negotiations (CxA contract will be held by OR per Exhibit B)
    - 1.30.1.3. Coordinate activities of CxA with Owner and monitor CxA schedules, documentation and compliance with CxA scope of work
  - 1.30.2. Site Topographic and Surveys
    - 1.30.2.1. Draft technical requirements for Site Surveying RFQ/RFP and contract agreement.
    - 1.30.2.2. Review Site Surveying Proposals and assist with interviews, selection and contract negotiations (Site Surveyor contract will be held by OR per Exhibit B)
    - 1.30.2.3. Coordinate activities of Site Surveyor with Owner and monitor Site Surveyor schedules, documentation and compliance with scope of work
  - 1.30.3. Geotechnical Consultant
    - 1.30.3.1. Draft technical requirements for Site Geotechnical Consultant RFQ/RFP and contract agreement.
    - 1.30.3.2. Review Site Geotechnical Consultant Proposals and assist with interviews, selection and contract negotiations (Site Geotechnical Consultant contract will be held by OR per Exhibit B)
    - 1.30.3.3. Coordinate activities of Site Geotechnical Consultant with Owner and monitor Site Geotechnical Consultant schedules, documentation and compliance with scope of work
  - 1.30.4. Special Inspections

- 1.30.4.1. Based upon required independent inspections designated by DB Entity (per codes as part of design/construction documents), the OR will Draft technical requirements for Special Inspector(s) RFQ/RFP and contract agreement.
- 1.30.4.2. Review Special Inspector(s) Proposals and assist with interviews, selection and contract negotiations (Special Inspector(s) contract(s) will be held by OR per Exhibit B)
- 1.30.4.3. Coordinate activities of Special Inspector(s) with Owner and monitor Special Inspector(s) performance, documentation and compliance with scope of work

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## **COMPONENT SERVICE AGREEMENT 5.0 – TRANSITION, ACTIVATION AND FF&E SERVICES - SCOPE**

### **1.1. Transition – Operations Activation Services**

- 1.1.1. Consult and assist Jail Transition Team in development of final staffing needs for new facility. The final staffing plan for the new facility is to be consistent with Jackson County Jail and national best practice standards. Consult with Jackson County with regard to a hiring plan, if new staff are hired for the new facility's operation.
- 1.1.2. Assist in developing plan for training staff how to operate the new facility. Staff will need to be provided a facility orientation that encompasses new facility operations, equipment and procedures. Additionally, operational practices will need to be tested through drills and simulations.
- 1.1.3. Assist in identifying and acquire the furniture, fixtures, equipment and technology needed for new jail.
- 1.1.4. Plan the logistics of the move to the new facility. The move to a new facility can be complicated and requires a well-developed plan.
- 1.1.5. Consult with Jackson County with regard to operational guide documents. These documents should include:
  - 1.1.5.1. Policies and Procedures
  - 1.1.5.2. Post Orders
  - 1.1.5.3. Inmate Handbook

1.1.5.4. Public/visitor flow patterns through the facility

1.1.5.5. Master schedule of facility operations

1.1.5.6. Daily schedule of activities

1.1.6. Assistance with Disposition of Existing Jail

1.1.6.1. Provide general consultation with regard to potential scenarios for disposition of existing jails.

1.1.6.2. Assist with development of disposition alternatives and provide general pro/con analysis relative to sustainability, time and cost-benefits to Jackson County.

1.1.7. Furniture, Fixtures & Equipment

1.1.7.1. Provide coordination and procurement technical documents required for the provisioning of all project furniture, fixtures, miscellaneous equipment and information technology not provided as part of the Design/Build contract(s).

1.1.7.2. These issues shall include:

1.1.7.2.1. Coordination and documentation of list of existing FF &E and IT items that can be reused

1.1.7.2.2. Coordination and documentation of list of new FF &E and IT items needed for the project beyond what is furnished by the D/B.

1.1.7.2.3. Coordination, planning and assistance with move management efforts

1.1.7.2.4. Provide Coordination of procurement and necessary documentation for new FF&E and IT.

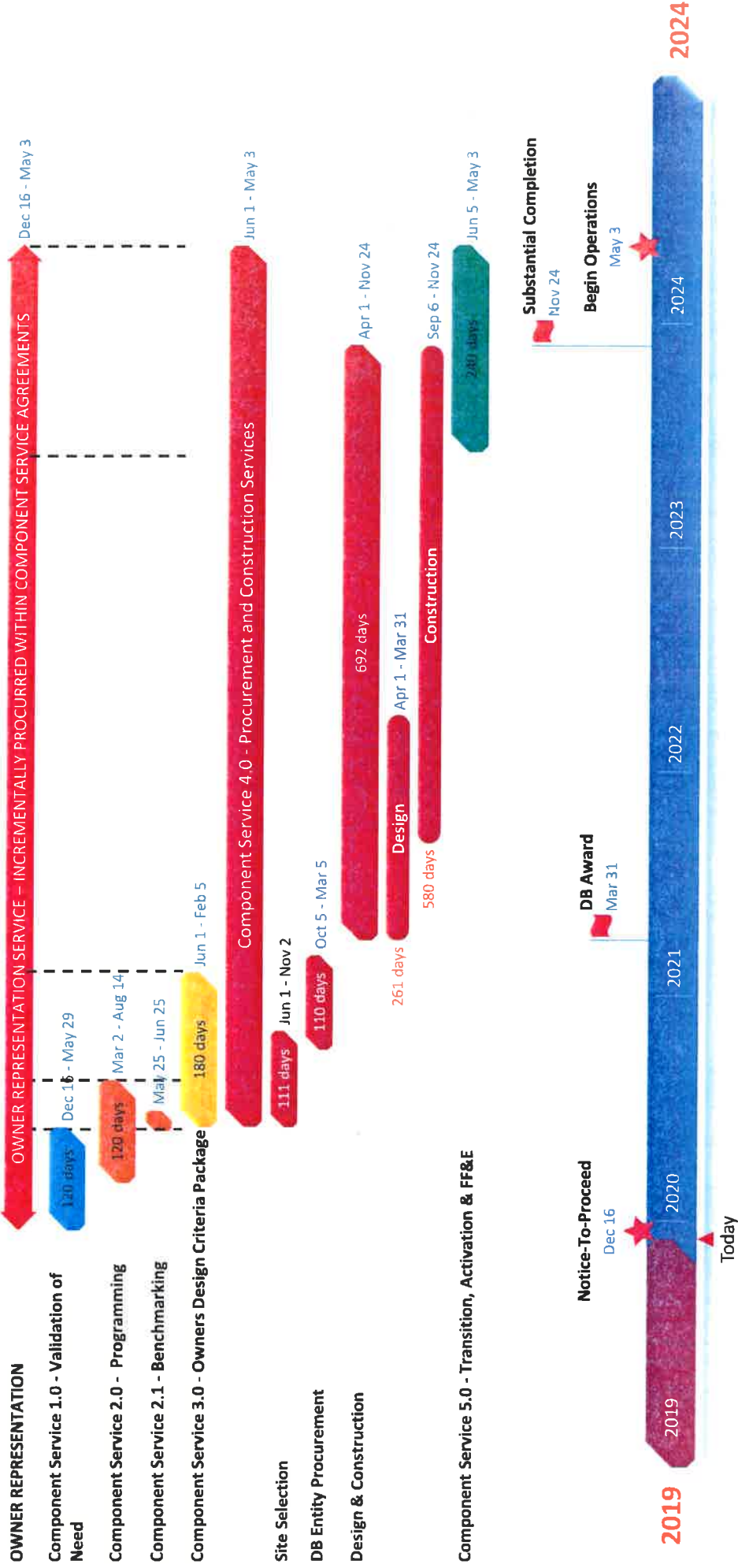
1.1.7.2.5. Coordination of installation of new and reused FF&E and IT items

1.1.7.2.6. Dissemination of all data and documentation of new and used FF&E and IT items to County

1.2. Provide General Owner Representative project management for *Transition, Activation and FF&E Services* - scope

1.2.1. Work Plan/Project Controls

V1.2- Stepped Service Delivery-December 9, 2019



**COMPONENT SERVICES AGREEMENT - 2.0**

**FOR**

**PROGRAMMING SERVICES**

**JACKSON COUNTY, MISSOURI**

**And**

**JCDC PARTNERS, LLC**

Dated: December \_\_\_\_, 2019



## OWNER'S REPRESENTATIVE - PROGRAMMING SERVICES

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of December, 2019, by and between County of Jackson, a public body corporate and politic of the State of Missouri, acting by and through the **Jackson County Legislature** (hereinafter referred to as "Owner"), and **JCDC Partners, LLC**, a Missouri Limited Liability Corporation (hereinafter referred to as "Owner's Representative").

### STATEMENT OF COMPONENT SERVICES AGREEMENT

This Component Services Agreement and the provisions contained herein form the basis of understanding between the Owner and Owner's Representative for scope, compensation, and schedule of performance, for the specific Owner's Representative services detailed as follows.

The *Master Agreement for Owner's Representative Services* sets forth the general basis of understanding, terms, and governance for this agreement. This Component Service Agreement is bound to, and becomes part of the *Master Agreement for Owner's Representative Services* executed December. \_\_\_\_, 2019.

In consideration of the mutual covenants and agreement herein contained and hereby acknowledged, the parties hereto hereby agree as follows:

#### ARTICLE 1. PROGRAMMING - SCOPE

- 1.1. Provide Operational Program
  - 1.1.1. Define facility mission, goals and objectives in conjunction with appropriate stakeholders
  - 1.1.2. Define overall management standards and benchmark requirements
  - 1.1.3. Define management approach under which the facility will be operated.
  - 1.1.4. Define all levels of security and special populations by gender and management requirements
  - 1.1.5. Determine all existing and planned programs to be made available and define operational and delivery parameters for each population and security level
  - 1.1.6. Determine overall operational protocols for healthcare, food, laundry, maintenance, and in-custody movement

- 1.2.7. Develop functional adjacency and relationship diagrams to Identify spaces where proximity or security separation are required or desired
- 1.3. Provide General Owner Representative project management for *Programming* - scope
  - 1.3.1. Work Plan/Project Controls
    - 1.3.1.1. Prepare overall plan for Programming scope, including:
      - 1.3.1.1.1. Information flow and overall communications plan.
      - 1.3.1.1.2. Approval levels
      - 1.3.1.1.3. Overall policies and procedures
      - 1.3.1.1.4. Budget/Cash Flow
      - 1.3.1.1.5. Schedule
  - 1.3.2. Coordination with other County Agencies
  - 1.3.3. Coordination, documentation and scheduling of all meetings necessary to accomplish scope.
  - 1.3.4. Provide on-going communication and reporting.
  - 1.3.5. Prepare Quality Plan for Programming scope.
  - 1.3.6. Public Relations
    - 1.3.6.1. Assist county with communication and information campaigns/activities including production of supporting materials and presentations.

## **ARTICLE 2.      COMPENSATION**

2.1. Owner's Representative Fee for Validation of Need. As compensation for the services to be rendered by Owner's Representative pursuant to this Agreement, the Owner agrees to pay the Owner's Representative as follows:

2.1.1.      Validation of Need - Lump Sum

Seven Hundred Seventy-Six Thousand Eight Hundred and No Dollars  
(\$776,800.00)

2.1.2.      Reimbursable Expenses – Not-To-Exceed.

- 1.1.7. Assess jail operations
  - 1.1.7.1. Staffing
    - 1.1.7.1.1. Roster management
    - 1.1.7.1.2. Overtime management
  - 1.1.7.2. Classification system
    - 1.1.7.2.1. Validity review
    - 1.1.7.2.2. Reliability assessment
  - 1.1.7.3. Information management
    - 1.1.7.3.1. Offender data systems
    - 1.1.7.3.2. Security technology
  - 1.1.7.4. Programs
    - 1.1.7.4.1. Gap analysis of program availability and population need profile
    - 1.1.7.4.2. Assessment of evidenced-base practices
  - 1.1.7.5. Support services
    - 1.1.7.5.1. Review of efficiency of service delivery models
- 1.1.8. Upon completion of Architectural Program, consult and assist Jail Transition team with preparation of preliminary staffing plan and preliminary post directives.
- 1.2. Provide Architectural Program
  - 1.2.1. Develop a listing of each space required in the facility
  - 1.2.2. Establish space standards and guidelines
  - 1.2.3. Identify square footage of each space by standards and guidelines
  - 1.2.4. Identify staff for each functional space
  - 1.2.5. Identify total number of spaces for each space type
  - 1.2.6. Identify non-functional space square footage parameters for circulation and building components to determine overall gross square footage required.

Thirty-Eight Thousand Seven Hundred and No Dollars (\$38,700.00)

2.2. Payment Schedule. The Owner will compensate the Owner's Representative based upon the following:

YEAR MONTH	MONTHLY AMOUNT TO BE INVOICED
2019	
DECEMBER	\$ -
2020	
JANUARY	\$ -
FEBRUARY	\$ -
MARCH	\$ 120,000
APRIL	\$ 135,000
MAY	\$ 135,000
JUNE	\$ 135,000
JULY	\$ 131,800
AUGUST	\$ 120,000
	\$ 776,800

### ARTICLE 3. SCHEDULE OF PERFORMANCE

3.1. Schedule of Performance. Beginning no later than March 2, 2020, the scope of services defined herein are scheduled to be completed by August 30, of 2020.

**OWNER:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**OWNER'S REPRESENTATIVE**

By: \_\_\_\_\_



Title: Executive Vice President

**COMPONENT SERVICES AGREEMENT - 1.0**

**FOR**

**VALIDATION OF NEED SERVICES**

**JACKSON COUNTY, MISSOURI**

**And**

**JCDC PARTNERS, LLC**

Dated: December \_\_\_\_, 2019

## OWNER'S REPRESENTATIVE – VALIDATION OF NEED SERVICES

**THIS AGREEENT** is made and entered into as of the \_\_\_\_ day of December, 2019, by and between County of Jackson, a public body corporate and politic of the State of Missouri, acting by and through the **Jackson County Legislature** (hereinafter referred to as “Owner”), and **JCDC Partners, LLC**, a Missouri Limited Liability Corporation (hereinafter referred to as “Owner’s Representative”).

### STATEMENT OF COMPONENT SERVICES AGREEMENT

This Component Services Agreement and the provisions contained herein form the basis of understanding between the Owner and Owner’s Representative for scope, compensation, and schedule of performance, for the specific Owner’s Representative services detailed as follows.

The *Master Agreement for Owner’s Representative Services* sets forth the general basis of understanding, terms, and governance for this agreement. This Component Service Agreement is bound to, and becomes part of the *Master Agreement for Owner’s Representative Services* executed December \_\_\_\_, 2019.

In consideration of the mutual covenants and agreement herein contained and hereby acknowledged, the parties hereto hereby agree as follows:

#### ARTICLE 1. VALIDATION OF NEED - SCOPE

- 1.1. Provide a review and synopsis of existing reports
  - 1.1.1. Document key findings and recommendations from prior studies
  - 1.1.2. Identify common themes and categorize by topic areas
  - 1.1.3. Update status of recommendations
- 1.2. Provide a comprehensive assessment of current justice system conditions
  - 1.2.1. Identify key system policies relative to enforcement, supervision, incarceration, and treatment
  - 1.2.2. Assess use and effectiveness of program alternatives to incarceration
  - 1.2.3. Review efficiency and impact of justice system processing

1.3. Submit a profile of the jail population that documents the following key characteristics:

- 1.3.1. Demographics
- 1.3.2. Charge
- 1.3.3. Legal status
- 1.3.4. Length of Stay
- 1.3.5. Security classification
- 1.3.6. Medical/mental health status
- 1.3.7. Program need

1.4. Submit a forecast jail system needs

- 1.4.1. Projected jail population levels by classification, gender, and legal status
- 1.4.2. Capacity requirements to safely manage projected population levels in a secure, cost-effective manner
- 1.4.3. Programs needed to address criminogenic issues and reduce recidivism
- 1.4.4. Resource requirements to support projected system needs

1.5. Provide a comparison of findings with conclusions from prior studies

- 1.5.1. Document alternative scenarios to address needs
- 1.5.2. Alternative sanctions to divert offenders away from jail
- 1.5.3. Policy changes to reduce reliance on incarceration
- 1.5.4. Process changes to reduce the amount of time in jail required as offenders progress through the justice system
- 1.5.5. Adjust required jail capacity requirements for each scenario

1.6. Provide cost/benefit analysis of alternatives

1.7. Submit justice system plan consistent with stakeholder decisions on alternative scenarios

1.8. Provide General Owner Representative project management for *Validation of Need* - scope

1.8.1. Work Plan/Project Controls

1.8.1.1. Prepare overall plan for Validation of Need scope, including:

1.8.1.1.1. Information flow and overall communications plan.

1.8.1.1.2. Approval levels

1.8.1.1.3. Overall policies and procedures

1.8.1.1.4. Budget/Cash Flow

1.8.1.1.5. Schedule

1.8.2. Coordinate with other County Agencies

1.8.3. Coordination, documentation and scheduling of all meetings necessary to accomplish scope.

1.8.4. Provide on-going communication and reporting.

1.8.5. Prepare Quality Plan for Validation of Need scope.

1.8.6. Public Relations

1.8.6.1. Assist county with communication and information campaigns/activities including production of supporting materials and presentations.

## **ARTICLE 2. COMPENSATION**

2.1. Owner's Representative Fee for Validation of Need. As compensation for the services to be rendered by Owner's Representative pursuant to this Agreement, the Owner agrees to pay the Owner's Representative as follows:

2.1.1. Validation of Need - Lump Sum

Four Hundred Fifty-Five Thousand Three Hundred and No Dollars  
(\$455,300.00)

2.1.2. Reimbursable Expenses – Not-To-Exceed.

Thirty-Eight Thousand Six Hundred and No Dollars (\$38,600.00)



2.2. Payment Schedule. The Owner will compensate the Owner's Representative based upon the following:

YEAR MONTH		MONTHLY AMOUNT TO BE INVOICED	
2019			
	DECEMBER	\$	90,000
2020			
	JANUARY	\$	77,750
	FEBRUARY	\$	77,550
	MARCH	\$	70,000
	APRIL	\$	70,000
	MAY	\$	70,000
		\$	455,300

### ARTICLE 3. SCHEDULE OF PERFORMANCE

3.1. Schedule of Performance. Beginning no later than Dec.16, 2019, the scope of services defined herein are scheduled to be completed by May 30, of 2020.

**OWNER:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**OWNER'S REPRESENTATIVE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

# COMPOSITE PROPOSAL SCORE SHEET

5/21/2019

FIRM NAME	INDIVIDUAL RANKING FOR EACH FIRM						RANKING OF FIRM
	Member 1	Member 2	Member 3	Member 4	Member 5	AVG OF SCORES	
JLL	82	63	66	91	70	74	3
KITCHELL / HDR / SHIVE HATTERY	92	90	73	97	95	89	2
JCDC PARTNERS (Newmark, Grubb, Zimmer/CGL)	93	93	100	98	100	97	1

# COMPOSITE INTERVIEW SCORE SHEET

5/29/2019

FIRM NAME	INDIVIDUAL RANKING FOR EACH FIRM ***						RANKING OF FIRM
	Member 1	Member 2	Member 3	Member 4	Member 5	AVG OF SCORES	
JLL	68	60	84	75	65	70	3
KITCHELL / HDR / SHIVE HATTERY	79	80	76	83	85	81	2
JCDC PARTNERS (Newmark, Grubb, Zimmer/CGL)	87	89	90	90	90	89	1

\*\*\* Due to complexities with cost proposal scoring and the vast gap between respondents, it was not included in the overall score. The total highest possible score was corrected to 90 points.

# Jackson County, Missouri - Owner's Representative Services - RFP 17-19

## INDIVIDUAL SELECTION SCORE SHEET - INTERVIEW PROCESS

DATE: \_\_\_\_\_

FIRM NAME	PROJECT APPROACH 35 Points Max	KEY STAFF MEMBERS 25 Points Max	RESPONDENT EXPERIENCE 20 Points Max	STAFF UTILIZATION 10 Points Max	COST PROPOSAL ESTIMATE 10 Points Max	TOTAL SCORE 100 Points Max	RANKING 1 BEING BEST	COMMENTS
JLL	28	18	15	7			3	
Kitchell/HDR/Shive Hattery	30	20	20	9			2	
JCDC Partners Newmark/Grubb/Zimmer/CGL	34	24	19	10			1	
NAME: _____								

**Jackson County, Missouri - Owner's Representative Services - RFP 17-19**

INDIVIDUAL SELECTION SCORE SHEET INTERVIEW PROCESS  
DATE: 5/24/2019

FIRM NAME	PROJECT APPROACH 25 Points Max	KEY STAFF MEMBERS 25 Points Max	RESPONDENT EXPERIENCE 30 Points Max	STAFF UTILIZATION 10 Points Max	COST PROPOSAL ESTIMATE 10 Points Max	TOTAL SCORE 100 Points Max	RANKING 1 BEING BEST	COMMENTS
JLL	21	15	19	5				
Kitchell/HDR/Shive Hattery	30	21	19	10				
JCDC Partners Newmark/Grubb/Zimmer/CBL	34	25	20	10				
NAME: <u>2</u>								

INDIVIDUAL SELECTION SCORE SHEET - INTERVIEW PROCESS								
FIRM NAME	PROJECT APPROACH	KEY STAFF MEMBERS	RESPONDENT EXPERIENCE	STAFF UTILIZATION	COST PROPOSAL ESTIMATE	TOTAL SCORE	RANKING	COMMENTS
	35 Points Max	25 Points Max	30 Points Max	10 Points Max	10 Points Max	100 Points Max	1 BEING BEST	
JLL	32	24	18	10	—	50	2	
Kitchell/HDR/Shive Hattery	28	20	18	10	—	76	3	
JCDC Partners Newmark/Grubb/Zimmer/CGL	35	25	20	10	—	90	1	

FIRM NAME	PROJECT APPROACH 35 Points Max	KEY STAFF MEMBERS 25 Points Max	RESPONDENT EXPERIENCE 20 Points Max	STAFF UTILIZATION 10 Points Max	COST PROPOSAL ESTIMATE 18 Points Max	TOTAL SCORE 100 Points Max	RANKING 1 BEING BEST	COMMENTS
JLL	32	24	18	10	—	90		
Kitchell/HDR/Shive Hattery	28	20	18	10	—	76	3	
JCDC Partners Newmark/Grubb/Zimmer/CGL	35	25	20	10	—	90	1	

NAME:

**Jackson County, Missouri - Owner's Representative Services - RFP 17-19**

**INDIVIDUAL SELECTION SCORE SHEET - INTERVIEW PROCESS**  
DATE: \_\_\_\_\_

FIRM NAME	PROJECT APPROACH 35 Points Max	KEY STAFF MEMBERS 25 Points Max	RESPONDENT EXPERIENCE 20 Points Max	STAFF UTILIZATION 10 Points Max	COST PROPOSAL ESTIMATE 10 Points Max	TOTAL SCORE 100 Points Max	RANKING		COMMENTS
								1 BEING BEST	
JLL	32	23	15	5		75		3	
Kitchell/HDR/Shive Hattery	35	25	18	5		83		2	
JCDC Partners Newmark/Grubb/Zimmer/CGL	35	25	20	10		90		1	

NAME: #4

JACKSON COUNTY - MISSOURI - OWNER'S REPRESENTATIVE SERVICES - RFP 17-19									
INDIVIDUAL SELECTION SCORE SHEET - INTERVIEW PROCESS									
FIRM NAME	PROJECT APPROACH	KEY STAFF MEMBERS	RESPONDENT EXPERIENCE	STAFF UTILIZATION	COST PROPOSAL ESTIMATE	TOTAL SCORE	RANKING	COMMENTS	
	25 Points Max	25 Points Max	20 Points Max	10 Points Max	10 Points Max	100 Points Max	1 BEING BEST		
JLL	28	20	15	5		68		Team low in correction exp. compared to other 2 national jail exp. 120 day plan	
Kitchell/HDR/Shive Hattery	30	25	20	10		85		national jail exp. 120 day plan	
JCDC Partners Newmark/Grubb/Zimmer/CGI	35	25	20	10		90		national jail exp.	

FIRM NAME	PROJECT APPROACH	KEY STAFF MEMBERS	RESPONDENT EXPERIENCE	STAFF UTILIZATION	COST PROPOSAL ESTIMATE	TOTAL SCORE	RANKING	COMMENTS
	35 Points Max	25 Points Max	20 Points Max	10 Points Max	10 Points Max	100 Points Max	1 BEING BEST	
JILL	28	20	15	5		68		Team low in correction exp. compared to other 2
Kitchell/HDR/Shive Hattery	30	25	20	10		85		national jail exp. 120 day plan
JCDC Partners Newmark/Grubb/Zimmer/CGL	35	25	20	10		90		national jail exp.

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MEMBER # 1

**Jackson County, Missouri - Owner's Representative Services - RFP 17-19**

INDIVIDUAL SELECTION SCORE SHEET  
DATE: 5-21-19

FIRM NAME	PROJECT APPROACH 35 Points Max	RESPONDENT STAFFING 25 Points Max	QUALITY OF SIMILAR WORK 20 Points Max	OVERALL RESPONSIVENESS 10 Points Max	APPLICABLE RESOURCES 10 Points Max	TOTAL SCORE 100 Points Max	RANKING 1 BEING BEST	COMMENTS
JILL	28	22	16	8	8	82	3	
Kitchell/HDR/Shive Hattery	30	23	20	9	10	92	2	
JCDC Partners Newmark/Grubb/Zimmer/CGL	32	24	<del>20</del> 19	9	9	93	1	
NAME: _____								



MEMBER #2

Jackson County, Missouri - Owner's Representative Services - RFP 17-19

INDIVIDUAL SELECTION SCORE SHEET  
DATE:

FIRM NAME	PROJECT APPROACH 35 Points Max	RESPONDENT STAFFING 25 Points Max	QUALITY OF SIMILAR WORK 20 Points Max	OVERALL RESPONSIVENESS 10 Points Max	APPLICABLE RESOURCES 10 Points Max	TOTAL SCORE 100 Points Max	RANKING 1 BEING BEST	COMMENTS
JLL	21	15	16	5	6	63	3	
Kitchell/HDR/Shive Hattery	28	22	20	10	10	90	2	
JCDC Partners Newmark/Grubb/Zimmer/CGL	34	24	17	9	10	93	1	

NAME: 2

**Jackson County, Missouri - Owner's Representative Services - RFP 17-19**

INDIVIDUAL SELECTION SCORE SHEET  
DATE: \_\_\_\_\_

FIRM NAME	PROJECT APPROACH	RESPONSIBLE STAFFING	QUALITY OF SIMILAR WORK	OVERALL RESPONSIVENESS	APPLICABLE RESOURCES	TOTAL SCORE	RANKING	COMMENTS
	35 Points Max	25 Points Max	20 Points Max	10 Points Max	10 Points Max	100 Points Max	1 BEING BEST	
JLL	27	20	15	7	7	66	3	focused more on project mgmt
Kitchell/HDR/Shive Hattery	30	23	20	10	10	73	2	Concerned w/ SH taking the lead in their application
JCDC Partners Newmark/Grubb/Zimmer/CGL	35	25	20	10	10	100	1	

NAME: \_\_\_\_\_

3

## Jackson County, Missouri - Owner's Representative Services - RFP 17-19

INDIVIDUAL SELECTION SCORE SHEET  
DATE: \_\_\_\_\_

FIRM NAME	PROJECT APPROACH 35 Points Max	RESPONDENT STAFFING 25 Points Max	QUALITY OF SIMILAR WORK 20 Points Max	OVERALL RESPONSIVENESS 10 Points Max	APPLICABLE RESOURCES 10 Points Max	TOTAL SCORE 100 Points Max	RANKING 1 BEING BEST	COMMENTS
JLL	31	23	17	10	10	91	3	
Kitchell/HDR/Shive Hattery	34	25	20	9	9	97	2	
JCDC Partners Newmark/Grubb/Zimmer/CGL	33	25	20	10	10	98	1	

NAME: \_\_\_\_\_

4

MEMBER #5

Jackson County, Missouri - Owner's Representative Services - RFP 17-19

INDIVIDUAL SELECTION SCORE SHEET

DATE:

FIRM NAME	PROJECT APPROACH 35 Points Max	RESPONDENT STAFFING 25 Points Max	QUALITY OF SIMILAR WORK 20 Points Max	OVERALL RESPONSIVENESS 10 Points Max	APPLICABLE RESOURCES 10 Points Max	TOTAL SCORE 100 Points Max	RANKING 1 BEING BEST	COMMENTS
JLL	20	20	10	10	10	70	3	
Kitchell/HDR/Shive Hattery	30	25	20	10	10	95	2	
JCDC Partners Newmark/Grubb/Zimmer/CGL	35	25	20	10	10	100	1	

NAME:

1/15

**REQUEST FOR LEGISLATIVE ACTION****Version 6/10/19**



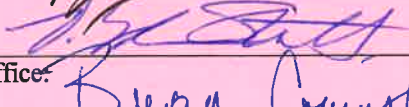
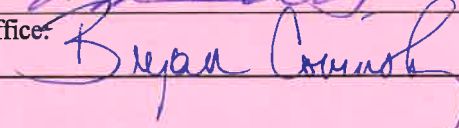
Completed by County Counselor's Office:

Res/Ord No.: 20332

Sponsor(s): Theresa Galvin

Date: December 9, 2019

<b>SUBJECT</b>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A RESOLUTION transferring \$1,309,400.00 within the 2019 County Improvement Fund, awarding a contractual Master Agreement for Owner's Representative Services for the County's detention facilities to JCDC Partners, LLC, of Kansas City, MO, under the terms and conditions of Request for Proposals No. 17-19, and authorizing execution and initiation of two Component Services Agreements under the Master Agreement, at an actual cost to the County not to exceed \$1,309,400.00, with all additional Component Services Agreements that may be executed under the Master Agreement being subject to specific legislative approval for execution and a notice to proceed and transfer or appropriation of funds.</u></p>														
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$ 1,309,400</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td></td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$ 1,309,400</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$ 1,309,400</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> <tr> <td>TRANSFER FROM: 013-5113-58020 County Improvement Fund, Non-Departmental, Buildings and Improvements</td><td>\$ 1,309,400</td></tr> <tr> <td>TRANSFER TO: 013-5113-56790 County Improvement Fund, Non-Departmental, Other Contractual Services</td><td>\$ 1,309,400</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): _____  Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$ 1,309,400	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$ 1,309,400	Amount budgeted for this item * (including transfers):	\$ 1,309,400	Source of funding (name of fund) and account code number:		TRANSFER FROM: 013-5113-58020 County Improvement Fund, Non-Departmental, Buildings and Improvements	\$ 1,309,400	TRANSFER TO: 013-5113-56790 County Improvement Fund, Non-Departmental, Other Contractual Services	\$ 1,309,400
Amount authorized by this legislation this fiscal year:	\$ 1,309,400														
Amount previously authorized this fiscal year:															
Total amount authorized after this legislative action:	\$ 1,309,400														
Amount budgeted for this item * (including transfers):	\$ 1,309,400														
Source of funding (name of fund) and account code number:															
TRANSFER FROM: 013-5113-58020 County Improvement Fund, Non-Departmental, Buildings and Improvements	\$ 1,309,400														
TRANSFER TO: 013-5113-56790 County Improvement Fund, Non-Departmental, Other Contractual Services	\$ 1,309,400														
<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date): _____  Prior resolutions and (date): _____</p>														
<b>CONTACT INFORMATION</b>	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>														
<b>REQUEST SUMMARY</b>	<p>Jackson County requires Jail Owner's Representative Consulting Service to assist the County with the continuation of jail facility related solutions, including but not limited to the delivery of a new Jackson County jail facility. A detailed list of scope of services is provided as attachment to this RLA but generally, the services are to include the management or completion of benchmarking, validation of needs, programming, architectural criteria, project procurement, delivery, transition and close out of a new detention facility. In order to locate a consultant that would assist the County in completing such a critical project, the Purchasing Department issued the Request for Proposals No. 17-19.</p> <p>The County notified 52 professional service providers for assistance with this critical need. In response to the RFP, the County received 5 proposals of which 3 were determined to be qualified. All 3 qualified responses were interviewed, and the following scoring tabulations were compiled as presented below.</p> <table border="1"> <thead> <tr> <th>Respondent and Respondent Location</th><th>Avg Score</th><th>Ranking</th></tr> </thead> <tbody> <tr> <td>JCDC Partners, LLC of Kansas City, MO</td><td>89</td><td>1</td></tr> <tr> <td>Kitchell of Phoenix, AZ</td><td>81</td><td>2</td></tr> <tr> <td>JLL of Kansas City, MO</td><td>70</td><td>3</td></tr> </tbody> </table>	Respondent and Respondent Location	Avg Score	Ranking	JCDC Partners, LLC of Kansas City, MO	89	1	Kitchell of Phoenix, AZ	81	2	JLL of Kansas City, MO	70	3		
Respondent and Respondent Location	Avg Score	Ranking													
JCDC Partners, LLC of Kansas City, MO	89	1													
Kitchell of Phoenix, AZ	81	2													
JLL of Kansas City, MO	70	3													

	<p>Pursuant to section 1054.6 of the Jackson County Code, the Department of Finance and Purchasing recommends to award a Master Agreement for Consulting Services for professional Jail Owner's Representative Services to JCDC Partners, LLC of Kansas City, Missouri under the terms and conditions of RFP 17-19 as the best selected proposal received. After the selection of the best proposal, overall pricing was negotiated and is included in this recommendation as part of the Master Agreement.</p> <p>The appropriations requested will fund the initial two Components (1.0 – Validation of Need and 2.0 - Programming), as described by the Master Agreement Scope of Services. As proposed, these services will prepare the project for Architectural Criteria Building, which will be considered the next critical step within the Master Agreement.</p> <p>Request the transfer within the County Improvement Fund as follows:</p> <table> <thead> <tr> <th></th><th>FROM</th><th>TO</th></tr> </thead> <tbody> <tr> <td>013-5113-58020 County Improvement Fund, Non-Departmental, Buildings &amp; Improvements</td><td>\$ 1,309,400</td><td></td></tr> <tr> <td>013-5113-56790 County Improvement Fund, Non-Departmental, Other Contractual Services</td><td></td><td>\$ 1,309,400</td></tr> </tbody> </table>			FROM	TO	013-5113-58020 County Improvement Fund, Non-Departmental, Buildings & Improvements	\$ 1,309,400		013-5113-56790 County Improvement Fund, Non-Departmental, Other Contractual Services		\$ 1,309,400
	FROM	TO									
013-5113-58020 County Improvement Fund, Non-Departmental, Buildings & Improvements	\$ 1,309,400										
013-5113-56790 County Improvement Fund, Non-Departmental, Other Contractual Services		\$ 1,309,400									
CLEARANCE	<input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)										
COMPLIANCE	<input checked="" type="checkbox"/> MBE Goals 9.5% <input checked="" type="checkbox"/> WBE Goals 11.7% <input checked="" type="checkbox"/> VBE Goals 1.5%										
ATTACHMENTS	Goals are being met and CUP approved by Compliance Review Office										
	Bid Abstract, Bid Committee Selections and Tabulations, pertinent pages of JCDC's response and the Schedule of Fees and Pricing										
REVIEW	Department Director:  Finance (Budget Approval):  <i>If applicable</i> Division Manager:  cfo County Counselor's Office: 	Date: 12.3.19 Date: 12/4/19 Date: 12/4/19 Date: 12/4/19									

Fiscal Information (to be verified by Budget Office in Finance Department)

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_.
- ☒ 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.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- ☐ Funds sufficient for this appropriation are available from the source indicated below.



Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.

### Fiscal Note:

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

PC# \_\_\_\_\_

Date: December 3, 2019

RES # 20332


Department / Division	Character/Description	From	To
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## 013 County Improvement Fund

5113	Non-Departmental - Cnty Imprvmt	58020	Buildings & Improvements	\$ 1,309,400	\$ -
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5113	Non-Departmental - Cnty Imprvmnt	56790	Other Contractual Services	-	1,309,400
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**The remaining amounts for the Master Agreement will be subject to appropriation in future years.**

  
Budget Office 12/4/15

\$ 1,309,400      \$ 1,309,400



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

**A RESOLUTION** amending Rule 12 of the Rules of the Jackson County Legislature.

**RESOLUTION NO. 20333**, December 9, 2019

**INTRODUCED BY** Scott Burnett, County Legislator

WHEREAS, the Jackson County Legislature desires that the stated starting time of its meetings be 10:00 A.M., thereby necessitating a change to Rule 12; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that Rule 12 of the Rules of the Jackson County Legislature be and hereby is amended, to read as follows:

**RULE TWELVE. Regular Meetings.**

The Legislature shall hold its regular meeting on Monday. On the first, third, fourth, and fifth Monday of the month, the meeting shall be at [1:00 P.M.] 10:00 A.M. at the Kansas City Courthouse. On the second Monday of the month, the meeting shall be at [1:00 P.M.] 10:00 A.M. at the Eastern Jackson County Courthouse. If Monday is a County holiday, the meeting shall be held on the following Tuesday, at the same time as regularly scheduled. The exact time of any succeeding regular meeting can be changed by majority vote.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

### Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20333 of December 9, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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



REVIEW	Department Director: Mary Jo Spino <i>Mary Jo Spino</i>	Date: 12/3/2019
	Finance (Budget Approval): Not Applicable <i>If applicable</i>	Date:
	Division Manager: <i>Shirley Galvan by RYS</i>	Date: <i>12.4.19</i>
	County Counselor's Office: <i>Bryan Cernich</i>	Date: <i>12/4/19</i>

Fiscal Information (to be verified by Budget Office in Finance Department)

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_.
- ☐ 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.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☒ This legislative action does not impact the County financially and does not require Finance/Budget approval.

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

**A RESOLUTION** transferring \$13,998.00 within the 2019 Anti-Crime Sales Tax Fund to cover the cost of a surveillance camera system for use by the Drug Task Force.

**RESOLUTION NO. 20334**, December 9, 2019

**INTRODUCED BY** Dan Tarwater III, County Legislator

WHEREAS, the Drug Task Force desires to purchase covert surveillance camera equipment to replace the old surveillance equipment within the mobile surveillance vehicle; and,

WHEREAS, a transfer is needed to place the funds necessary for this purchase in the proper spending accounts; now therefore,

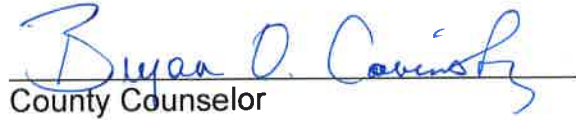
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2019 Anti-Crime Sales Tax Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Crime Sales Tax Fund			
Jackson County Drug Task Force			
008-4151	56790- Other Contractual Svc	\$13,998	
008-4151	56110- Postage		\$ 115
008-4151	58170- Other Equipment		\$13,883

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

### Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20334 of December 9, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 008 4151 56790  
ACCOUNT TITLE: Anti-Crime Sales Tax Fund  
Jackson County Drug Task Force  
Other Contractual Services  
NOT TO EXCEED: \$13,998.00

12/4/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 20334

Sponsor(s): Dan Tarwater III

Date: December 9, 2019

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: Requesting a transfer <del>and appropriation</del> of \$13,998.00 within the Jackson County Drug Task Force fund balance.</p>																
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$13,998</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td><del>0</del></td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$13,998</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td></td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> <tr> <td>FROM 008-4151-56790 – Anti-Crime Sales Tax Fund – The Jackson County Drug Task Force – Other Contractual</td><td>FROM ACCT \$13,998</td></tr> <tr> <td>TO 008-4151-56110 – Anti-Crime Sales Tax Fund – The Jackson County Drug Task Force – Postage</td><td>TO ACCT \$115</td></tr> <tr> <td>008-4151-58170 - Anti-Crime Sales Tax Fund – The Jackson County Task Force – Other Equipment</td><td>\$13,883</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use:</p> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$13,998	Amount previously authorized this fiscal year:	<del>0</del>	Total amount authorized after this legislative action:	\$13,998	Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:		FROM 008-4151-56790 – Anti-Crime Sales Tax Fund – The Jackson County Drug Task Force – Other Contractual	FROM ACCT \$13,998	TO 008-4151-56110 – Anti-Crime Sales Tax Fund – The Jackson County Drug Task Force – Postage	TO ACCT \$115	008-4151-58170 - Anti-Crime Sales Tax Fund – The Jackson County Task Force – Other Equipment	\$13,883
Amount authorized by this legislation this fiscal year:	\$13,998																
Amount previously authorized this fiscal year:	<del>0</del>																
Total amount authorized after this legislative action:	\$13,998																
Amount budgeted for this item * (including transfers):																	
Source of funding (name of fund) and account code number:																	
FROM 008-4151-56790 – Anti-Crime Sales Tax Fund – The Jackson County Drug Task Force – Other Contractual	FROM ACCT \$13,998																
TO 008-4151-56110 – Anti-Crime Sales Tax Fund – The Jackson County Drug Task Force – Postage	TO ACCT \$115																
008-4151-58170 - Anti-Crime Sales Tax Fund – The Jackson County Task Force – Other Equipment	\$13,883																
PRIOR LEGISLATION	<p>Prior ordinances and (date):  Prior resolutions and (date): 15475 (4/25/2005)</p>																
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Danny Cummings, OIC, 816.503.4725</p>																
REQUEST SUMMARY	<p>The Jackson County Drug Task Force is in need of updating their covert surveillance camera system within the mobile surveillance vehicle. This new system will replace the old surveillance equipment in the mobile surveillance vehicle that was purchased back in 2005. We are currently waiting on bids to come in.</p> <p>Please appropriate \$13,998 into the following accounts:  008-4151-56110 – Postage - \$115  008-4151-58710 – Other Equipment - \$13,883</p>																
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																
COMPLIANCE	<p><input type="checkbox"/> MBE Goals  <input type="checkbox"/> WBE Goals  <input type="checkbox"/> VBE Goals</p>																
ATTACHMENTS																	



REVIEW	Department Director: <i>[Signature]</i>	Date: 12/4/19
	Finance (Budget Approval): <i>Mark Lang by M. Rasmussen</i>	Date: 12/4/19
	Division Manager: <i>Chantel Baker</i>	Date: 12/4/19
	County Counselor's Office: <i>Bryan Canish</i>	Date: 12/4/19

Fiscal Information (to be verified by Budget Office in Finance Department)

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_.
- ☐ 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.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- ☒ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
008-4151-56790	Anti-Crime Sales Tax Fund- Jackson Count Drug Task Force- Other Contractual	\$13,998

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.



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

RES # 20334

		\$	13,998	\$	13,998
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Budget Officer



## JACKSON COUNTY DRUG TASK FORCE

TO: Barbara Casamento / Purchasing Supervisor  
FROM: Dan Cummings, Jackson County Drug Task Force  
SUBJECT: surveillance camera purchase

December 4, 2019

Ms. Casamento,

In reference to the two bids received for the purchase of a covert camera system by the Jackson County Drug Task Force.

Traffic Control Corporation offers a highly visibly overt camera system, with no accessories to install or operate the camera. This camera is to be used in conjunction with traffic control systems not covert surveillance systems and the dimensions will not work in the existing surveillance vehicle.

Crime Point Inc. is a covert periscope camera surveillance system that has all the needed accessories to install and operate the camera in the vehicle purchased by the Task Force in 2005. This camera is 2.375" above the mounting point with a diameter of 5.6" at the base. The camera system comes with a retrofit mounting plate installation. The Crime Point Inc. camera has a video resolution of 1920p X 1080p that is stored on an internal hard drive. This camera is a digital camera that offers a 30X optical zoom and 32X digital zoom.

Crime Point Inc. is more expensive because it is a covert periscope surveillance camera that has the required dimensions and accessories needed for installation in the owned surveillance vehicle. These accessories ensure that all components are interoperable and has all the required software needed to operate the camera including hard drive.

This request is for the purchase of the covert surveillance camera system from Crime Point Inc. that will replace the outdated and obsolete system purchased in 2005. This surveillance system was designed specifically for law enforcement surveillance vehicles and was installed in a specially modified mobile surveillance vehicle per specifications required by the manufacturer. When purchased the total cost for the surveillance camera system and vehicle platform was \$70,213.00.

In order to avoid the expense of a new surveillance vehicle or significant, and expensive, modifications to the old vehicle specific dimensions are required to replace the periscope surveillance camera system. Specifically, a roof mounted HD periscope camera with 360 degree rotation. The required dimensions are: height above roof is 2.375 inches, depth below ceiling is 5.5 inches, diameter at base is 5.6 inches, and diameter at top is 4.1 inches. A 16 inch mounting adaptor plate is required for retrofit installations.

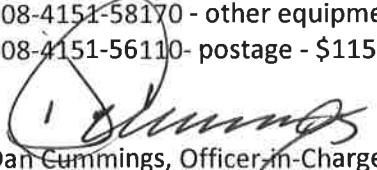
Crime Point Inc. covert periscope surveillance camera system met all specifications and dimensions required and could be retrofitted in the Task Force owned surveillance vehicle without any significant modifications to the vehicle thus eliminating the need, and expense, to purchase a new vehicle to upgrade our mobile surveillance platform.

For the above reasons I respectfully request approval of Crime Point Inc. for this purchase. The total amount requested for approval is \$13,998.00.

Request to appropriate \$13,998.00 from 008-4151-56790 (other contractual) to the following accounts:

008-4151-58170 - other equipment - \$13,883.00

008-4151-56110- postage - \$115.00



Dan Cummings, Officer in-Charge  
Jackson County Drug Task Force  
816-503-4725 – desk  
816-935-4367 – cell  
dcummings@jcdtf.com