

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS 26-002

For

**CONSTRUCTION MANAGER AT RISK – NEW LAW ENFORCEMENT TRAINING
CENTER**

**GATEWAY REGIONAL LAW ENFORCEMENT TRAINING CENTER
COMMISSION**

Gateway Regional Law Enforcement Training Commission is seeking proposals from qualified firms to provide **Construction Manager at Risk – Construction of New Law Enforcement Training Center**. The Commission reserves the right to terminate the RFQ process for any reason at any time and post notification of such decision on the same website where this RFQ is posted. Check the Commission's website frequently for updates and any notifications that may be issued pertaining to this RFQ.

ARTICLE 1 - INTRODUCTION AND SUBMITTAL TERMS

Gateway Regional Law Enforcement Training Commission (Commission) is hereby issuing this **Request for Qualifications (RFQ)** to solicit qualifications for a general contractor, to provide Construction Manager At-Risk (CMaR) services to manage the construction of a new law enforcement training facility at a site yet to be determined.

The Commission is seeking and inviting qualifications from firms that are qualified, able, and willing to provide the services described herein.

The Commission intends to quickly evaluate qualifications and upon evaluation will immediately request additional information from shortlisted offerors. Pursuant to Missouri Statute (RSMo 67.5050), the Commission will use a two-step process in this procurement. This RFQ is the first step. **Offerors must not submit pricing information in response to this RFQ.** Although subject to change at Commission's discretion, the Commission anticipates that the second step will request the following information:

1. Preconstruction Phase Fee. A fixed fee for Preconstruction Services. This fee shall be inclusive of all costs associated with this scope.
2. General Conditions. An estimated cost for General Conditions for all activities after Preconstruction, including all closeout activities. General Conditions shall cover all costs associated with Contractor's duties and responsibilities to manage all Work as outlined in Article 4.10, Construction Phase Services in this RFQ.
3. Bonds and Insurance
4. Construction Fee. A proposed fixed fee to manage all activities of the project. The Construction Fee shall include Overhead, Profit and general accounting and administrative expenses.

Offerors should be ready to respond to such requests promptly. The Commission will invite a minimum of two qualified offerors to participate in interviews. The Commission will base its ultimate award on the basis of best value based on the published selection criteria (including both price and qualifications).

Instructions

The electronic version of this RFQ is available upon request. The document was created in Microsoft Word for Windows. The Commission does not guarantee the completeness and accuracy of any information provided in the electronic version. Therefore, Offerors are cautioned that the hard copy of this RFQ on file at 1266 Sutter Ave. St. Louis, MO 63133 governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.

One [1] signed original and one [1] signed identical copies of the submission, along with an identical electronic copy provided on a USB storage device must be received in a sealed envelope plainly marked "**RFQ 26-002 Offeror at Risk – Construction of New Gateway Regional Law Enforcement Training Center**" with the due date and time of the submission in the lower left corner of the envelope.

An authorized representative of the company/person must sign the submission in blue ink. All notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the submissions.

Submissions must be submitted to the St. Louis County & Municipal Police Academy at 1266 Sutter Ave., St. Louis, MO 63133 prior to 06/16/2026 at 2:00 pm.

Time is of the essence for responding to the RFQ within the submission deadlines. All submissions will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of RFQ opening.

The Offeror must possess the necessary and appropriate business and/or professional licenses in their field.

Sealed submissions received after the designated time of the receipt of the sealed submissions will be considered as "Void" and will not be opened.

The Commission reserves the right, in its sole discretion, to reject any and all submissions, or parts of any submission, for any reason whatsoever and waive technicalities.

The Commission will only accept submissions that are responsive to the RFQ and are prepared and submitted in compliance with the requirements set forth in this RFQ.

The Commission will not issue any award to an individual or business having any outstanding amounts due from a prior contract or business relationship with the Commission, or any of the signatory entities of the Commission, or who owes any amount(s) for delinquent Federal, State or Local taxes, fees, and licenses.

The successful Offeror is specifically denied the right to use in any form or medium the names of Gateway Regional Law Enforcement Training Facility for public advertising unless express written permission is granted. Award will be made to the responsive Offeror with the highest score upon evaluation of all criteria as set forth in this RFQ.

Inquiries

All questions or clarifications concerning this RFQ must be submitted in writing via E- mail to: purchasingagent@grletc.com

The RFQ number and title shall be referenced in all correspondence.

The Commission must receive all questions no later than **2:00 PM on 06/09/2026**. Any question received after this deadline may not be answered.

The Commission will provide any and all responses to questions/clarifications by **06/11/2026** and place responses on the Commission's website <http://www.grletc.com>.

Check this website frequently for updates and any addendum that may be issued.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in Article 5 Section 4 titled "Clarification of RFQ Terms", concerning this request is prohibited PRIOR TO THE RFQ OPENING. Representatives shall include, but not be limited to, all elected and appointed officials, and members of the Commission and their Agents within the Commission. Any Offeror engaging in such prohibited communications prior to RFQ Opening may be disqualified at the sole discretion of the Commission.

ARTICLE 2 - CERTIFICATIONS BY OFFEROR

- The undersigned signatory certifies that he/she has read and understands all of the terms and conditions of this RFQ and of doing business with the Commission in response to this RFQ, that in doing so he/she is acting on behalf of the Offeror, and that his/her signature placed hereon is binding on the Offeror to the full extent allowed by law.
- The Offeror shall provide a Submission to the Commission in response to, and in accordance with, the terms of this RFQ.
- The Offeror agrees to provide the services under the terms of this RFQ, and the Submission as accepted by the Commission.
- By submitting the Submission in response to this RFQ, the Offeror and each person signing on behalf of the Offeror, under penalty of perjury, certifies to the best of its knowledge and belief:
 - ✓ The Offeror has made no attempt, and will not in the future make any attempt, to induce any other person, partnership, or corporation to submit or not to submit a submission for the purpose of restricting competition.
 - ✓ The Offeror certifies that this submission is in all respects fair and without collusion or fraud, and that no elected official or other member, officer or employee or person whose salary is payable in whole or in part by the Commission is directly or indirectly interested therein, or in any portion of the profits thereof.

Company Name: _____ Date of Submission: _____

Authorized Signature of Offeror: _____

Printed or Typed Name: _____

Electronic Mail Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

ARTICLE 3 – BACKGROUND AND RFQ/SUBMISSION TIMELINE

1. **RFQ Purpose:**

The Gateway Regional Law Enforcement Training Center Commission is seeking Contractors to submit Request for Qualifications (RFQ) for Construction Management at Risk services. The Commission intends to award a single contract (hereinafter “**Contractor Agreement**”), to act as Construction Manager At-Risk where the basis of payment is the Cost of Work Plus a Fee with a Guaranteed Maximum Price for the construction of a new Regional Law Enforcement Training Center. The Commission intends to utilize the contract form attached and identified as Exhibit A for the Contractor Agreement. Any requested modifications to this contract may be rejected by the Commission.

2. **Background:**

The Gateway Regional Law Enforcement Training Commission (Commission) is seeking a Construction Manager At-Risk.

The proposed facility will employ state-of-the-art training components in live-fire and judgment simulation, including advanced surround theater computer simulation. In addition, the facility will utilize community classrooms and basketball/activities courts where law enforcement personnel can engage with the citizens of their community.

The proposed facility will break new ground by making aspects of the training observable to the public without that observation having an impact on the training scenario while it is in progress. This is due to a unique design that allows visitors to circulate through select areas of the center by a second-floor corridor system – Observation Hall – that has viewing stations along the route down into the various training environments. The Observation Hall is sound-separated from the training space below, but observers can listen in with headphones.

Key anticipated scope may include the following:

- Approximately 120,000 square feet of indoor space
- Judgment simulation rooms utilizing Virta 300 or similar systems
- Live fire training combat house with adjustable walls
- Live fire indoor shooting range
- Classroom spaces for lecture type training for officers and general public
- Office space and supporting areas for training and support personnel
- Auditorium to host various large-scale events such as academy graduations, awards ceremonies, and department-wide assemblies.
- Press room making the dispersion of information convenient and accessible
- Fitness areas including basketball court(s), weight rooms
- Second level public observation halls
- Sitework development of an approximately 23-acre property to include public and secure parking, outdoor running track and obstacle course

The Commission has engaged Avison Young to serve as the Owner’s Representative who will be directly managing all aspects of the project.

3. Budget:

The total project budget for direct construction is approximately \$40 million. Furniture or loose fixtures are not included.

4. Anticipated Project Schedule:

Activity	Dates
Space Planning Study	8 Weeks
Pre-Design Phase	8 Weeks
Schematic Design Drawings	12 Weeks
Design Development Drawings	8 Weeks
Construction Drawings	8 Weeks
Permitting (after Construction Drawings)	6-8 Weeks
Construction Activities	52 Weeks
Closeout	4 Weeks

The desired construction schedule to complete all improvements is twelve months.

5. RFQ and Submittal Timeline:

The Commission shall follow the timeline listed below relating to the issuance of the RFQ and submittals. The Commission reserves the right in its sole discretion to expand this timeline, if necessary, without any notification, except when such timeline expansions affect the deadline date and time for submission.

CMAr Selection Activities	Dates
Purchasing advertises RFQ	May 26, 2026
RFQ questions due date	June 9, 2026, 2:00pm
Commission answers RFQ questions	June 11, 2026
Submission due prior to 2:00 pm CST	June 16, 2026, 2:00pm
Request for Fee Proposal	Approximately 1 week after Submissions
Interviews (After Fee Proposal)	Approximately 2 weeks Submissions

The Commission will interview at least two of the top qualified offerors as part of its final selection.

ARTICLE 4 – SCOPE OF WORK, SPECIFIC SERVICES, CONTRACT PERIOD

1. Scope of Work: The Offeror has overall responsibility for, and shall provide, complete Pre-Construction Phase and Construction Phase Services and furnish all materials, equipment, tools, and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Commission's requirements and the terms of the Contract Documents.

A. Preconstruction Services: The Pre-Construction Phase shall be

deemed to commence upon the date specified in a Notice to Proceed with Pre-Construction Phase Services issued by Commission and shall continue through completion of the Construction Documents and procurement of all major Subcontractor agreements. Offeror is not entitled to reimbursement for any costs incurred for Pre-Construction Phase Services performed before issuance of the Notice to Proceed. Pre-Construction Phase Services may overlap with Construction Phase Services. The Offeror shall perform the following Pre- Construction Phase Services.

1. General Coordination

- The Offeror's Pre-Construction Phase Services team shall attend Project Team meetings with the Commission, the Commission's representatives, and the Project Architect at regularly scheduled intervals throughout the Pre-Construction Phase. Frequent Project Team meetings are anticipated prior to the Commission's acceptance of the GMP and during completion of the Construction Documents.
- Provide a preliminary evaluation of the Commission's Design Criteria and the Project Budget, each in terms of the other.
- Review and understand the standards and requirements in Commission's Specifications and perform all services in accordance with those standards and requirements.
- Visit the site and inspect the existing conditions as required.
- Participate as a member of the Project Team in the development of the Project Program if such program has not been developed prior to the Effective Date of this Agreement.
- Provide recommendations and information to the Project Team on: site usage and site improvements; building systems, equipment and construction feasibility; selection and availability of materials and labor; time requirements for installation and construction; assignment of responsibilities for safety precautions and programs; temporary Project facilities; equipment, materials and services for common use of the Offeror and Commission's separate contractors, if any; cost factors, including costs of alternative materials or designs, preliminary budgets, and possible cost savings/value engineering opportunities; recognizing and tracking the resolution of conflicts in the proposed Drawings and Specifications; methods of delivery of materials, systems, and equipment; and any other matters necessary to accomplish the Project in accordance with the Project Schedule (as defined below) and the Project Budget.

2. Constructability Program

- Implement and conduct a constructability program to identify and document Project cost and schedule savings opportunities. The

constructability program shall follow accepted industry practices. Whenever the term “value engineering” is used in conjunction with this Agreement or the Project, it has its commonly accepted meaning within the construction industry and does not imply the practice of professional engineering without a license. If any value engineering activities constitute the professional practice of engineering, then such activities shall be performed by an engineer licensed in Missouri.

- Prepare a “Constructability Report” that identifies items that, in the Offeror’s opinion, may negatively impact construction of the Project. The Constructability Report shall address the overall coordination of Project Drawings, Specifications, and details and identify discrepancies that may generate Change Orders or claims once Project construction commences. The Constructability Report shall be updated at least monthly during the Pre-Construction Phase.
- Provide and implement a system for tracking questions, resolutions, decisions, directions, and other information matters that arise during the development of the Drawings and Specifications for the Project. The decision tracking system shall be in a format approved by the Commission and updated at least monthly during the Pre-Construction Phase.

3. Scheduling

- Develop a critical path method schedule (CPM Schedule) for Project Team review and the Commission's approval, that coordinates and integrates activities on the Project, including the Offeror's services, the Project Architect's design services, commissioning, the work of other consultants and suppliers, and the Commission's activities with the anticipated construction schedules for other contractors. The CPM Schedule must identify all major milestones through Project Final Completion. The Offeror shall create and maintain the CPM Schedule maintained in accordance with the Commission’s Specifications using the Commission specified format and software.
- The Offeror shall update the CPM Schedule throughout the Pre-Construction and Construction Phases as described in the Commission’s Specifications.
- The CPM Schedule shall include other detailed schedule activities as directed by the Commission including, but not limited to, furniture and furnishings, access security, security camera monitoring systems, and information technology systems, and Commission managed systems as directed.

4. Budget and Cost Consultation

- The Offeror is responsible for preparing and updating all procurement and construction cost estimates and distributing them to the Project Team throughout the duration of the Project.

- Provide Estimated Construction Cost (ECC) reports at the required stages of completion of the schematic design, design development, and construction documents phases of the Project. The Estimated Construction Cost reports for the design development and construction documents phases shall be detailed estimates derived from cost quantity surveys based on unit prices for labor, materials, overhead and profit, organized in CSI Master Format for each portion of the Work.
- Provide continuous cost consultation services throughout the duration of the Project, including identification and tracking of decisions that affect the scope or quality of the Project and providing ongoing updates of their cost and budget impact. Advise the Project Team immediately if the Offeror has reason to believe that the most current ECC will exceed the Budget or not meet CPM Schedule requirements and recommend reasonable strategies for bringing the Project in line with the Budget and the CPM Schedule.
- Offeror shall promptly identify all variances between estimated costs and actual costs during the Construction Phase and shall promptly report such variances to the Project Team along with recommendations for action, but in any event no more than two (2) business days after acquiring such information.
- Should any ECC exceed or fall significantly below the approved Budget, the Commission and Offeror shall negotiate changes to the Project requirements, or the Budget as required.

5. Coordination of Design and Construction Documents

- Review all Drawings, Specifications, and other Construction Documents as they are developed by the Project Architect during the schematic design, design development, and construction documents design phases of the Project.
- Consult with Commission, Project Architect, and Commission's consultants on the selection of materials, equipment, component systems, and types of construction used on the Project. Advise Commission on site use, construction feasibility, availability of labor and materials, procurement time requirements, and construction coordination.
- Advise Commission of any error, inconsistency or omission discovered in the Drawings, Specifications, and other Construction Documents.
- Advise Commission on reasonable adjustments in the Project scope, quality, or other options for keeping the Project cost within the

Budget.

- Review the Construction Documents for compliance with all applicable laws, rules, and regulations and with Commission.

6. *Construction Planning and Procurement Package Strategy*

- Identify equipment or material requiring extended delivery times and advise Commission on expedited procurement of those items. Advise Commission and Project Architect on the preparation of performance specifications and requests for technical proposals for the procurement and installation of systems and components and for the procurement of long lead items. If requested by Commission, and subject to Commission's prior approval, issue requests for technical proposals to qualified sources and receive proposals and assist in their evaluation.
- Make recommendations to the Project Team regarding organization of the Construction Documents to facilitate the soliciting of offers and awarding of construction subcontracts in a manner that promotes the interests of the Project and the Commission. These recommendations may include, but are not limited to, phased or staged construction or multiple separate contracts. The recommendations should take into consideration such factors as time of performance, type and scope of work, availability of labor and materials, overlapping trade jurisdictions, provisions for temporary facilities, comparisons of factory and on-site production costs, shipping costs, and other constraints.
- Review the Construction Documents with the Project Team to eliminate areas of conflict and overlap in the work to be performed by the various Subcontractors or Commission's separate contractors.
- Develop a procurement package strategy in coordination with the Commission and Project Architect that addresses the entire scope of Work for each phase and stage of the Project. In developing the procurement package strategy, the Offeror shall identify all procurement packages on which the Offeror intends to submit a self-performance bid or proposal. The procurement package strategy shall be reviewed with the Commission on a regular basis and revised throughout the buyout of the Project so as to best promote the interests of the Project and the Commission.
- Offeror shall review the Construction Documents to ensure that they contain adequate provision for all temporary facilities necessary for performance of the Work, and provisions for all of the job site facilities necessary to manage, inspect, and supervise construction of the Work.
- Provide an analysis of the types and quantities of labor required for the Project and review the appropriate categories of labor required

for critical phases or Stages. Make recommendations that minimize adverse effects of labor shortages.

- Consult with and make recommendations to the Commission on the acquisition schedule for fixtures, furniture and equipment, and coordinate with the Commission as may be required to meet the Schedule.

7. *Obtaining Offers for the Work*

- Offeror shall solicit competitive proposals from trade contractors or subcontractors for the performance of all major elements of the Work other than the minor work that may be included in General Conditions Costs in the manner prescribed by RSMo Chapter 50. Subcontracts awarded on the basis of competitive proposals shall be awarded to the lowest responsible bidder. Criteria for determining the proposals that provide the best value to the Commission shall be established by the Project Team and included in the request for proposals. The Offeror shall notify the Commission in advance in writing of the date(s) it will receive the bids and proposals. Subcontracting under this section shall comply with the terms of RSMo § 67.5050.
- Schedule and conduct pre-submittal conferences with interested offerors, subcontractors, material suppliers, and equipment suppliers, and record minutes of the conferences.
- Offeror and Commission shall review all trade contractor, or subcontractor offers in a manner that does not disclose the contents of any bid or proposal to persons outside of the Project Team during the selection process. Based on the selection criteria included in the requests for bids or requests for proposals, Offeror shall recommend to the Commission the proposal that provides the best value for the Project if soliciting competitive proposals. Upon Commission's concurrence in the recommendation, Offeror may negotiate the terms of the subcontract with the apparent lowest responsible bidder or best value offeror.
- All subcontracts must be on a lump sum basis unless other payment terms are approved in writing and in advance by Commission. Upon Commission's concurrence in the final terms of the subcontract, Offeror shall enter into a written subcontract for the subcontract work and provide a copy to the Commission.

If Offeror reviews, evaluates, and recommends to Commission an offer from a trade contractor or subcontractor, but Commission requires another offer to be accepted, Commission shall compensate Offeror by a change in price, time, or Guaranteed Maximum Price for any additional cost and risk that Offeror incurs because of Commission's requirement that the other offer be accepted.
- For scope of work procurement packages typically performed by

subcontractors, Offeror may “self-perform” such work. The Offeror shall submit its Guaranteed Maximum Price for the work to be “self-performed” against at least three other interested trade contractors. Any subcontract for “self-performed work” will provide for payment in an amount equal to the Cost of the Work (as defined in this agreement) and will not exceed the agreed upon subcontract guaranteed maximum price. If Offeror intends to self-perform work, it shall be required to submit proposals prior to the due date for proposals from potential subcontractors and subject to further terms and instructions from Commission for submission of such proposals. All terms and provisions of any subcontract for “self-performed work” will be consistent with the terms and conditions of this Agreement with the exception of the agreed upon Fee percentage. All savings under any such subcontract for “self-performed work” shall be applied to reduce the Cost of the Work under this Agreement and the Guaranteed Maximum Price of this Agreement. For purposes of defining “self-performed work” subject to this contract provision, any division of Offeror, or any separate Offeror or subcontractor that is partially owned or wholly owned by the Offeror or any of their employees or employee’s relatives will be considered a related party entity and will be subject to this provision regarding “self-performed work”. No self-performed work will be allowed to be performed on a lump sum basis.

- Offeror shall identify every subcontractor it intends to use on the Project, including subcontractors used for self-performed work, to the Commission in writing at least ten (10) days before entering into any subcontract. Offeror shall not use any subcontractor to which Commission has a reasonable objection. Offeror shall not be required to subcontract with any subcontractor to which it has reasonable objection. Following Commission acceptance of a subcontractor, that subcontractor shall not be changed without Commission’s written consent, which shall not be unreasonably withheld.
- If a selected trade contractor or subcontractor fails to execute a subcontract after being selected in accordance with this section or defaults in the performance of its work, the Offeror may, in consultation with the Commission and without further advertising, fulfill the subcontract requirements itself or select a replacement trade contractor or subcontractor to do so.

8. Safety and Security

- Offeror is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the Occupational Safety and Health Act of 1970 and all other applicable federal, state, and local laws and regulations and with the requirements of a Commission-controlled insurance program, if any, and with Commission’s safety program.

- Offeror shall provide recommendations and information to Commission and Project Architect regarding the assignment of responsibilities for safety precautions and programs, temporary Project facilities, and equipment, materials, and services for common use of the Subcontractors. Offeror shall verify that appropriate safety provisions are included in the Construction Documents. The existence or creation of any Commission controlled insurance program in connection with the Work shall not lessen or reduce the Offeror's safety responsibilities.

9. Pre-Construction Phase Fee

The Pre-Construction Phase Fee is the total compensation payable to the Offeror for the performance of Pre-Construction Phase Services, except for Additional Pre-Construction Phase Services approved in advance and in writing by the Commission. The Pre-Construction Phase Fee shall be a lump sum amount based on the budget established in this Agreement. Offeror shall not be entitled to any increase in the Pre-Construction Phase Fee for any costs, expenses, liabilities, or other obligations arising from the performance of Pre-Construction Phase Services.

- Costs associated with the following items are specifically, but not exclusively, in the establishment of the Pre-Construction Phase Fee: profit and profit sharing; general overhead; salaries and labor; housing and relocation; estimating, scheduling and information management systems and software; contract administration; office expenses; printing and copying; consulting fees; legal or accounting fees; cost of money; taxes; insurance premiums and deductibles; bond costs; purchase or rental of equipment; utilities; travel; per diem; fines or penalties; and damage awards.
- If the scope of the Pre-Construction Phase Services is changed materially, the Pre-Construction Phase Fee may be equitably adjusted. If the budget is changed materially, due to a change in the project scope, before acceptance of the GMP Proposal, the Pre-Construction Phase Fee may be equitably adjusted solely at the discretion of the Commission in proportion to the change in the budget. There shall be no adjustments in the Pre-Construction Phase Fee following acceptance of the GMP Proposal.
- For Additional Pre-Construction Phase Services that are approved in advance and in writing by the Commission, Offeror shall be entitled to additional compensation computed as a:
 - A pre-established lump sum amount; or
 - The hourly cost of Offeror's employees or consultants who actually perform the Additional Services based on the employee's hourly rates or prorated monthly salary rate plus the actual cost of allowable expenses incurred in the performance of the Additional Services; or

- As otherwise agreed to by the parties in advance of performing the Additional Pre-Construction Phase Services.

10. *Guaranteed Maximum Price (GMP): Due to the nature of the project and schedule requirements, there may be one or two GMP Amendments, (a site package and building package) .*

- When the Parties agree that the design of the Project is sufficiently developed and documented to allow detailed pricing of its construction, Offeror shall prepare and submit a Guaranteed Maximum Price (GMP) Proposal to Commission. The GMP Proposal must be prepared in accordance with the guidelines and delivered in the format specified by Commission in the attached exhibits. Commission, at its sole option and discretion, may specify different requirements for the GMP Proposal. Offeror shall not withdraw its Guaranteed Maximum Price Proposal for ninety (90) days following submission to the Commission.
- In developing the GMP Proposal, the Offeror shall coordinate efforts with the Project Architect to identify qualifications, clarifications, assumptions, exclusions, value engineering and any other factors relevant to establishment of a GMP. The Offeror shall review development of the GMP Proposal with the Commission on an ongoing basis to address clarifications of scope and pricing, distribution of contingencies, schedule, assumptions, exclusions, and other matters relevant to the establishment of a GMP.
- The GMP Proposal must include a written description of how it was derived that specifically identifies the clarifications and assumptions made by the Offeror in developing the GMP and the monetary amounts attributable to them. The GMP Proposal shall include, without limitation, a breakdown of Offeror's estimated General Conditions Costs and estimated Costs of the Work organized by trade; contingency amounts; the Construction Phase Fee; and the proposed Contract Time, including dates for Notice to Proceed, Substantial Completion and Final Completion.
- The Guaranteed Maximum Price Proposal shall allow for reasonably expected changes and refinements in the Drawings and Specifications through completion of the Construction Documents, except for material changes in scope.
- The GMP Proposal may include an Offeror's Contingency amount as allowed under Cost of the Work.
- Prevailing Wages. A wage of no less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in public works, exclusive of

maintenance work. Offeror shall demonstrate compliance with this law by submitting certified payroll for all direct labor performed for the project. Certified payroll will be submitted in an electronic format that can be uploaded into the LCPtracker PRO system. With every application for payment. Applications for payment will not be approved until this information is received and confirmed in compliance with the current Annual Wage Order published by the Missouri Department of Labor for the relevant county where work is performed.

- Included with its GMP Proposal, Offeror shall identify the drawing sheets, specifications, plans, sketches, instructions, requirements, materials, equipment specifications and other information or documents that fully describe the Project as developed at the time of the GMP Proposal and that are relevant to the establishment of the GMP.
- The GMP Proposal and all supporting documents shall identify and describe all items, assumptions, costs, contingencies, schedules, and other matters necessary and relevant for proper execution and completion of the Work and for establishment of the Guaranteed Maximum Price. The GMP Proposal and the supporting documents are complementary and, in the event of an irreconcilable conflict between or among them, the interpretation that provides for the higher quality of material and workmanship shall prevail over all other interpretations.
- In submitting the GMP Proposal, the Offeror represents that it will provide every item, system or element of Work that is identified, shown, or specified in the GMP Proposal or the supporting documents, along with all necessary or ancillary materials and equipment for their complete operating installation, unless specifically except ed by the Commission. Upon Commission's acceptance of the GMP Proposal, the Offeror shall not be entitled to any increase in the Guaranteed Maximum Price due to the continued refinement of the Construction Documents or the absence or addition of any detail or specification that may be required in order to complete the construction of the Project as described in and reasonably inferable from the GMP Proposal or the supporting documents used to establish the GMP.
- The GMP Proposal shall adopt and incorporate all of the terms and conditions of this Agreement and all attachments to this Agreement. Any proposed deviation from the terms and conditions of this Agreement must be clearly and conspicuously identified to the Commission in writing and specifically accepted by the Commission. In the event of a conflict between any term of the GMP Proposal that was not clearly and conspicuously identified and approved by the Commission and the terms of this Agreement and its attachments, the terms of the Agreement and its attachments shall control.

- Commission may accept or reject the Guaranteed Maximum Price Proposal or attempt to negotiate its terms with Offeror. Upon acceptance by the Commission of the GMP Proposal in writing, both parties shall execute the GMP Proposal and the terms of the GMP Proposal, including the Guaranteed Maximum Price and the supporting documents shall become part of the Contract between the Commission and the Offeror. If the Commission rejects the GMP Proposal or the parties are unable or unwilling to agree on a GMP, the Commission may terminate this RFQ or any resulting Agreement.
- Following Commission acceptance of the GMP Proposal, Offeror shall continue to monitor the development of the Construction Documents so that, when complete, the Construction Documents adequately incorporate and resolve all qualifications, assumptions, clarifications, exclusions, and value engineering issues identified in the GMP Proposal. During the Construction Documents stage, the Offeror and the Project Architect shall jointly deliver a monthly status report to the Commission describing the progress on the incorporation of all qualifications, assumptions, clarifications, exclusions, value engineering issues and all other matters relevant to the establishment of the GMP into the Construction Documents. The monthly status report shall also include an updated start-to-finish project schedule that encompasses the Project Architect's activities, the Contractor's activities, and the Commission's commissioning and occupancy activities, short-term schedules, and production rates for key elements of the Project as determined by the Commission.
- The Parties may agree to convert the GMP to a lump sum contract amount at any time after the Offeror has received bids or proposals from trade contractors or subcontractors for the performance of all major elements of the Work. In proposing a lump sum amount, the Offeror shall consider the buyout savings, any unused contingency amounts and the trade package contracts that have not been finalized. In preparing a lump sum conversion proposal, the General Contractor must provide the following information:
 1. The stage of completion of the Project;
 2. The trade packages that have been completely bought out;
 3. The trade packages remaining that have not been bought out;
 4. A complete line-item breakdown of the calculations used to establish a lump sum amount based on the GMP Schedule of Values;
 5. An accounting of all savings amounts that are to be returned to the Commission as part of the lump sum calculation; and
 6. Any other Project information requested by the Commission.
- The Offeror shall document the actual Cost of the Work at buyout as compared to the Guaranteed Maximum Price Proposal and shall report
his information to the Commission monthly and with Offeror's

recommendation for selection of a bid or proposal for each subcontracting package.

B. Construction Phase Services: The Construction Phase shall be deemed to commence upon the date specified in a signed Notice to Proceed issued by Commission after approval of the Guaranteed Maximum Price Proposal and shall continue until Final Completion of all Work.

Pre-Construction Phase Services may overlap with Construction Phase Services. Offeror shall not incur any Subcontractor costs for construction of the Work prior to issuance by Commission of written authorization to commence such Work. The Offeror shall perform the following Construction Phase Services:

- Construct the Work in strict accordance with the Construction Documents and Specifications within the time required by the Project Schedule approved by Commission.
- Organize and maintain a competent, full-time staff at the Project site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work, and further the goals of the Project Team.
- Designate in writing a representative who is responsible for the day-to-day management of the Construction Phase Services. The designated representative shall be the Commission's primary contact during the Construction Phase and shall be available as required for the benefit of the Project and the Commission. The designated representative shall be authorized to act on behalf of and bind the Offeror in all matters related to Construction Phase Services including, but not limited to, execution of Change Orders and Applications for Payment.
- Attend Commission's regularly scheduled Project progress meetings and fully advise the Project Team of the Project status including schedule, costs, quality, and changes.
- In addition to attending Commission's regularly scheduled Project progress meetings, Offeror shall schedule, direct, and attend interim progress meetings with other members of the Project Team as required to maintain Project progress. Offeror shall record and distribute the minutes of each meeting to each Project Team member. The minutes shall identify critical activities that require action and the dates by which each activity must be completed.
- Coordinate delivery and installation of Commission-procured material and equipment.
Provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and all other facilities and services necessary for the proper execution and completion of the Work in strict accordance with the requirements of the Construction Documents.

- Obtain building permits and special permits for permanent improvements as required by law or the Construction Documents. Assist Commission or Project Architect in obtaining all approvals required from authorities having jurisdiction over the Project.
- Coordinate, monitor and inspect the work of Subcontractors to ensure conformance with the Construction Documents.
- Be responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. The Offeror shall keep the Commission informed of the progress and quality of the Work.
- Offeror shall promptly correct any defective Work at Offeror's sole expense unless the Commission specifically agrees to accept the Work.
- Warrant that the materials and equipment provided for the Project will be of good quality and new unless otherwise required or permitted by the Construction Documents; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the Construction Documents. The Offeror shall be responsible for correcting Work that does not comply with the Construction Documents at its sole expense without cost to the Commission.
- In accordance with the Record Documents and the Commission's Project Closeout Specification, the Offeror shall maintain and deliver the required documents that describe changes or deviations from the Construction Documents that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

ARTICLE 5 – SUBMISSION OF RFQ RESPONSE AND MANDATORY ELEMENTS

1. Mandatory Elements:

A. Expertise, Experience and Qualifications

Provide background of the Offeror's organization and experience of key staff that will carry out the program and organization's experience successfully carrying out similar projects. Experience working with governmental entities and police training facilities is preferred.

1. Offeror shall provide a brief history of its firm along with the following information:
 - a. Company history
 - b. Location of company headquarters and primary office from which project will be managed Number of years in the construction industry
 - c. Number of years' experience with public safety/police training facilities construction

d. Number of Full Time Employees

B. Past Record of Performance. Provide examples of projects completed within the last five years of comparable size and scope. Provide the following with each project:

- a. Project name, location
- b. Scope of work
- c. Year completed
- d. Construction Lump Sum/GMP and Final Cost at completion
- e. Reference name, phone number and email address

C. Financial Information

Describe Offeror's financial soundness and stability (ability to support the performance guarantee).

1. Provide Financial Statements for the two (2) most recently completed fiscal years.
2. Commission may, during the course of the evaluation process, request additional financial information to supplement and clarify the information provided (this information may be included in electronic format or within the appendix without impacting the page maximum).
3. Provide information documenting sources of financing and financing methods available to the Commission.
4. Provide a letter from its surety company demonstrating the Offeror's capability to provide payment and performance bond associated with construction projects. The letter should also state the bonding capacity of the Offeror.
5. Provide a letter of recommendation from a financial institution.

D. Staffing Plan and Personnel

Provide a narrative of how Offeror intends to staff the project, ensuring there is complete continuity between Pre-Construction, Construction and Closeout activities. It is expected the Project Manager submitted may not be changed for the project duration. Below is required information:

1. Organizational chart that clearly describes Offeror's project organization with supervisory reporting structure.
2. Name all key staff that will be working directly on the project, including title and specific responsibility. Identify anticipated commitment to project by phase, specifically if the staff is going to be dedicated full- time, half-time, quarter-time, etc. Also, include a list of previous projects in which each team member has played a significant role.
3. Provide resumes as an Appendix for each identified staff, including previous project experience. Identify any projects managed by Staff under previous employer(s).
4. Key personnel must not change during the project without Commission's approval.

2. Submission Life: All submissions made in response to this RFQ, and quoted pricing must remain in effect for a period of not less than 90 days after the date for submission. Any submission accepted by Commission for the purpose of

contract negotiations shall remain valid until superseded by a contract or until rejected by Commission.

3. **Responses Subject to Open Records Law:** The Offerors are hereby advised that all responses and the information contained in or related thereto are subject to Missouri Open Records Act and after contract award and execution of the Resulting Agreement shall be open to public inspection and may be viewed and copied by any member of the public; therefore, the Commission does not assume any responsibility whatsoever in the event that such information is used or copied by individual persons or organizations.
4. **Clarification of RFQ Terms:** It shall be the Offerors' responsibility to ask questions, request changes or clarification, or otherwise advise the Commission if any term of this RFQ appears to be ambiguous, vague, overbroad, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the proposal sought by this RFQ to a single source.
 - Any and all communication from Offerors regarding clarification of RFQ terms must be directed to the Commission Purchasing Manager listed herein. Such communication must be received by the date noted in ARTICLE 3 Section 3. **BACKGROUND AND RFQ/PROPOSAL TIMELINE, RFQ, and Submission Timeline.**
 - The Commission shall make all attempts to adequately and promptly respond to all Offeror inquiries. However, in order to maintain a fair and equitable process, all Offerors will be advised, via the issuance of addendums to the RFQ posted on the Commission's website <http://www.grletc.com>, of any relevant or pertinent information related to the procurement. Therefore, Offerors are advised that unless specified elsewhere in the RFQ, any questions received after the listed date may not be answered.
5. **Interview Conference:** After an initial screening of the written responses, any, or all of the Offerors submitting in response to this RFQ may be required to give an oral presentation or demonstration of their response. Additional technical information may be requested for clarification purposes, but in no way to change the original written submission. The Commission reserves the right, in its sole discretion, to decide to conduct interviews with any or all of the Offerors but at minimum the Commission shall interview at least two of the top qualified offerors as part of its final selection.
6. **Official Position of the Commission:** The only official position of the Commission is expressly included in writing in this RFQ or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

Mandatory Documentation: The following is a list of required documents and information which must be included in each response. Each response should be structured in the same fashion as this Section of the RFQ and must address and comply with every requirement listed.

ARTICLE 6 –EVALUATION FACTORS AND PROCESS

1. **Evaluation Criteria:** After determining responsiveness, the Commission will identify a preferred vendor by evaluating qualifications in accordance with the following criteria and maximum points per each criterion:

Evaluation Criterion Description	Points
A. Expertise, Experience and Qualifications:	15
B. Past Record of Performance:	15
C. Financial Information of Firm:	5
D. Staffing Plan and Personnel:	20
GC and Fee Proposal (UPON REQUEST):	20
Total Potential Points RFQ:	75
Interviews (after Fee Proposal)	25
Total Maximum Points:	100

- A. **Consideration of Information from All Sources:** The Commission reserves the right to consider information and facts gained from all sources, including but not limited to the Offeror's response, presentations, demonstration, interviews, or references, in the evaluation process.
- B. **Responsibility to Submit Information:** By submitting a response to this RFQ, each Offeror acknowledges, affirms, and agrees that it is the Offeror's sole responsibility to submit information related to the evaluation criteria and that the Commission is under no obligation to solicit any information if it is not included with the Offeror's response. Failure of the Offeror to submit such information in its Proposal may constitute grounds for rejection of the Offeror's qualifications.
2. **Evaluation Process:** The Commission will use the evaluation criteria stated above in the evaluation and contract award process. The RFP that will be issued separately, will account for 30 points in the evaluation scoring. The total points possible between the RFQ and the RFP is 100 points.

EXHIBIT A

DRAFT CONSTRUCTION-MANAGER-AT-RISK AGREEMENT

NOTE: this Draft Construction-Manager-At-Risk Agreement represents the Commission's expected final contract for execution with the successful offeror. Offerors should base their responses, including pricing and fees, on the assumption that the terms contained herein are representative of the final agreement between the parties. Offeror's taking exception to the terms listed below must state their exceptions clearly in their responses. Attempts to impose material changes to the agreement below without properly noting exceptions may lead to the Commission terminating negotiations and moving to negotiate with the next-highest ranked offeror.

CONSTRUCTION MANAGER AT RISK AGREEMENT FOR NEW LAW ENFORCEMENT TRAINING CENTER

The Gateway Regional Law Enforcement Training Center Commission (Commission) and [FIRM] and its successors and assigns (Construction Manager or CMAR) do hereby enter into this CONSTRUCTION MANAGER AT RISK AGREEMENT FOR NEW LAW ENFORCEMENT TRAINING CENTER effective the last date signed below and, in consideration of the mutual terms and conditions, do agree to the following terms and conditions:

1. DEFINITIONS:

- a. **ARCHITECT:** The Architect retained by the Commission for the Project, including its consultants retained for design services related to the Project. The Architect is responsible for preparation of the Drawings and Specifications and for design-related services.
- b. **ALLOWANCE:** A reasonable value for a scope of work item that cannot be fully priced at the time the GMP is established. All unallocated allowance monies revert to Owner once work is completed. Any costs incurred in excess of a specific allowance must be approved in advance by Owner.
- c. **CONSTRUCTION MANAGER AT RISK (CMAR):** The entity engaged by the Commission to provide pre-construction services and to act as the constructor of the Project under a Construction Manager at Risk delivery method, including performance of the Work pursuant to an accepted Guaranteed Maximum Price.
- d. **COMMISSION / OWNER:** The Commission, acting as the Owner of the Project, including its authorized representatives and agents.
- e. **OWNER'S REPRESENTATIVE:** Any individual or entity designated by the Commission in writing to act on its behalf with respect to the Project, with authority as expressly defined by the Commission.
- f. **PROJECT:** The total undertaking described in the Contract Documents, including all Services, Work, labor, materials, equipment, and deliverables necessary to achieve Final Completion.
- g. **SERVICES:** The pre-construction, management, and administrative services performed by the Construction Manager under this Agreement, as distinct from the physical construction of the Work.
- h. **WORK:** The construction and services required by the Contract Documents, including all labor, materials, equipment, and services necessary to construct the Project.
- i. **GUARANTEED MAXIMUM PRICE (GMP):** The maximum amount payable to the Construction Manager for performance of the Work as established in a written amendment to this Agreement,

consisting of the Cost of the Work plus the Construction Manager's Fee, subject to adjustments as provided in the Contract Documents.

- j. **COST OF THE WORK:** The costs necessarily incurred by the Construction Manager in the proper performance of the Work, as more particularly defined in this Agreement and the Contract Documents.
- k. **CONSTRUCTION MANAGER'S FEE:** The compensation payable to the Construction Manager for overhead, profit, and general administrative expenses, as defined in the Contract Documents and included within the GMP.
- l. **GENERAL CONDITIONS COSTS:** Project-specific costs incurred by the Construction Manager to support execution of the Work, including but not limited to site supervision, temporary facilities, and project administration, as further defined in the Contract Documents.
- m. **CONTINGENCY:** An amount included within the GMP for costs that are not reasonably inferable at the time of GMP establishment, to be used in accordance with the terms of the Contract Documents and subject to Commission approval. Contingency shall not be expended to repair or replace faulty, incorrect, or damaged work, or to complete scope that should have been reasonably inferred from the drawings and specifications, or work necessitated due to a lack of coordination on the Construction Manager's part.
- n. **SUBCONTRACTOR:** Any person or entity that has a direct contract with the Construction Manager to perform a portion of the Work.
- o. **CONTRACT TIME:** The period of time established in the Contract Documents for Substantial Completion and Final Completion of the Work.

2. **SCOPE OF SERVICES:** The Construction Manager shall perform all Services and furnish all Work in accordance with the Scope of Services set forth in Exhibit A, which is incorporated herein by this reference as if fully set forth.

Exhibit A establishes the detailed requirements for the Construction Manager's performance, including but not limited to:

- a. Pre-Construction Phase Services;
- b. Development and submission of the Guaranteed Maximum Price (GMP);
- c. Procurement and subcontracting requirements;
- d. Construction Phase Services; and
- e. Project closeout obligations.

The Construction Manager acknowledges that the Scope of Services includes all tasks, functions, and responsibilities that are reasonably inferable from the Contract Documents or necessary to achieve Final Completion of the Project in accordance with the Project Schedule, the GMP (once established), and applicable laws and standards.

In the event of a conflict between Exhibit A and this Agreement:

Exhibit A shall control with respect to the scope, sequencing, and performance requirements of the Services and Work, including matters relating to the GMP, Cost of the Work, and procurement of

Subcontractors; and

This Agreement shall control with respect to legal, administrative, and risk allocation provisions, including but not limited to indemnification, insurance, termination, and compliance with applicable law. The Construction Manager shall not be entitled to additional compensation for any Services or Work that are reasonably inferable from the Scope of Services or necessary to fulfill its obligations under the Contract Documents, except as expressly authorized in a written amendment executed by the Commission.

- 3. PROJECT SCHEDULE:** The Construction Manager shall develop, maintain, and update a detailed Project Schedule for the Project in accordance with the requirements set forth in Exhibit A.

The initial Project Schedule shall be prepared during the Pre-Construction Phase and submitted to the Commission for review and approval. The CPM Project Schedule shall:

- a. Identify all major activities, sequencing, and milestones for the Project, including design, procurement, and construction activities;
- b. Coordinate the activities of the Construction Manager, Architect, Subcontractors, Commission, and any separate contractors;
- c. Include milestone dates for submission of the Guaranteed Maximum Price (GMP), Substantial Completion, and Final Completion; and
- d. Reflect reasonable durations for procurement, permitting, and construction based on the Construction Manager's professional judgment.

Upon approval by the Commission, the Project Schedule shall constitute the Project Schedule for purposes of this Agreement.

The Construction Manager shall:

- e. Continuously monitor progress of the Work against the Project Schedule;
- f. Update the CPM Project Schedule at regular intervals, and no less than monthly, or as otherwise required by the Commission;
- g. Identify and report any actual or anticipated delays, impacts to the critical path, or deviations from the Project Schedule; and
- h. Propose and implement recovery plans, at no additional cost to the Commission unless otherwise expressly approved in writing, to maintain compliance with the Project Schedule.

The Construction Manager acknowledges that the Project Schedule forms a material basis for the GMP and performance of the Work. The Construction Manager shall not be entitled to any adjustment in compensation or time due to conditions that were reasonably foreseeable or inferable at the time of development of the Project Schedule or establishment of the GMP.

The Commission may require reasonable revisions to the Project Schedule to reflect Project needs or constraints. Any adjustment to milestone dates or Contract Time shall be effective only upon written approval by the Commission.

4. **TERM:** This Agreement shall commence on the date of execution by the last signing party and shall remain in effect until Final Completion of the Work and fulfillment of all obligations of the Construction Manager under the Contract Documents, unless earlier terminated in accordance with this Agreement.

The Services under this Agreement shall be performed in phases, including a Pre-Construction Phase and, upon acceptance of a Guaranteed Maximum Price (GMP) by the Commission, a Construction Phase. Authorization to proceed between phases shall be governed by Section 5 of this Agreement.

In the event that the parties do not reach agreement on a GMP, the Commission may terminate this Agreement in accordance with its terms, and the Construction Manager shall be entitled only to compensation for properly performed Pre-Construction Phase Services, subject to the terms of this Agreement.

Completion of the Work shall mean achievement of Final Completion as defined in the Contract Documents, including completion of all punch list items, delivery of closeout documents, and satisfaction of all contractual requirements.

All provisions of this Agreement that by their nature should survive termination or completion, including but not limited to indemnification, audit, record retention, confidentiality, and warranty obligations, shall survive the expiration or termination of this Agreement.

5. **PHASE AUTHORIZATION OF SERVICES:** The Services under this Agreement shall be performed in distinct phases, including the Pre-Construction Phase and, upon acceptance of a Guaranteed Maximum Price (GMP), the Construction Phase, as more particularly described in Exhibit A.

The Construction Manager is authorized to proceed only with Pre-Construction Phase Services upon execution of this Agreement, unless otherwise expressly directed in writing by the Commission.

Authorization to proceed to the Construction Phase, or to any portion of the Work, shall require:

- a. Submission of a GMP Proposal in accordance with the Contract Documents; and
- b. Written acceptance of the GMP by the Commission, in its sole discretion.

No obligation shall exist on the part of the Commission to accept any GMP Proposal, and the Construction Manager acknowledges that it proceeds with Pre-Construction Phase Services at its own risk as to whether a GMP will be established.

The Commission may, in its sole discretion, authorize the Construction Manager to proceed with limited early work, procurement activities, or phased construction prior to acceptance of the full GMP. Any such authorization must be set forth in a written directive or amendment that clearly defines the scope, schedule, and not-to-exceed cost of the authorized work. Absent such written authorization, the Construction Manager shall not incur any costs for construction or Subcontractor work.

No authorization to proceed with any phase or portion of the Work shall be implied from:

- c. The performance of prior Services;

- d. Payments made by the Commission; or
- e. Any oral statements or conduct of the parties.

The Construction Manager shall be entitled to compensation only for Services and Work expressly authorized in writing by the Commission in accordance with this Section.

- 6. SUSPENSION OF SERVICES:** The Commission may, at any time and for any reason, suspend all or any portion of the Services or Work by providing written notice to the Construction Manager. Upon receipt of such notice, the Construction Manager shall immediately suspend the affected Services or Work in an orderly manner and take all reasonable steps to:
- a. minimize costs;
 - b. protect and secure the Work in place;
 - c. preserve materials, equipment, and Subcontractor commitments; and
 - d. mitigate any potential delay or disruption to the Project.

Prior to acceptance of the Guaranteed Maximum Price (GMP):

The Construction Manager shall be entitled only to compensation for properly performed Pre-Construction Phase Services up to the effective date of suspension. The Construction Manager shall not be entitled to any additional compensation for delay, disruption, or anticipated profit.

After acceptance of the GMP:

The Construction Manager shall be entitled to payment for:

- a. Work properly performed prior to the effective date of suspension; and
- b. documented, out-of-pocket direct costs actually and necessarily incurred solely to secure, protect, or demobilize the Work as a direct result of the suspension, excluding any allocation of home office overhead, unabsorbed labor/equipment inefficiency, or lost productivity claims of any kind;

Provided, however, that the Construction Manager shall **not** be entitled to:

- a. anticipated profit on unperformed Work;
- b. home office overhead or consequential damages; or
- c. any costs that could have been reasonably avoided through mitigation.

Any claim for additional cost or time resulting from a suspension shall be subject to the requirements of the Contract Documents and must be submitted in writing with supporting documentation within a reasonable time.

Resumption of the Services or Work shall occur only upon written direction from the Commission. The Construction Manager shall promptly recommence performance and shall coordinate with the Commission to update the Project Schedule as necessary.

- 7. CONSTRUCTION MEANS AND METHODS:** During the Construction Phase, the Construction Manager shall have sole control over and responsibility for construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work in accordance with the Contract

Documents. The Construction Manager shall be fully responsible for the acts and omissions of its employees, subcontractors, suppliers, and all other persons performing any portion of the Work.

During the Pre-Construction Phase, the Construction Manager shall review and provide recommendations regarding construction means, methods, sequencing, and constructability as part of its services; however, such advisory services shall not relieve the Construction Manager of its responsibility for construction means and methods during the Construction Phase.

The Construction Manager shall not be relieved of responsibility for the performance of the Work in accordance with the Contract Documents on the basis of errors, omissions, or inconsistencies in the Drawings or Specifications that the Construction Manager knew or reasonably should have identified in the performance of its Pre-Construction Phase Services.

Nothing in this Agreement shall be construed to assign to the Commission or the Architect any responsibility for construction means, methods, techniques, sequences, procedures, or safety precautions and programs.

- 8. CONFIDENTIAL AND SENSITIVE INFORMATION:** The Construction Manager acknowledges that it shall keep information related to this Project, including but not limited to security plans, building layouts, technology systems, and life-safety features, confidential unless otherwise directed by Commission. The Construction Manager shall not disclose such information except as necessary to perform the Services or as required by law and shall notify Commission of any such disclosures in advance. This obligation shall survive termination of the Agreement and shall be subject to the Commission's obligations under applicable open records laws.
- 9. ERRORS, OMISSIONS, AND REPERFORMANCE:** The Construction Manager shall, at no additional cost to the Commission, promptly correct, revise, or reperform any Services or Work to the extent such Services or Work are found to contain errors, omissions, inconsistencies, or coordination deficiencies that are attributable to the Construction Manager or its subcontractors, subconsultants, or others for whom the Construction Manager is responsible under this Agreement.

This obligation includes, without limitation, corrections necessary to:

- a. ensure conformance with the Contract Documents; and
- b. implement the design intent as reasonably inferable from the Contract Documents; and
- c. correct or resolve coordination errors arising from the Construction Manager's constructability review, scheduling, procurement, or means-and-methods recommendations during the Pre-Construction Phase.

Nothing in this Section shall be construed to impose upon the Construction Manager responsibility for errors or omissions in the Drawings or Specifications that are not reasonably discoverable through the standard of care applicable to construction managers performing pre-construction services, nor for design professional errors that are not within the Construction Manager's contractual scope of responsibility.

The Construction Manager's obligations under this Section shall apply regardless of whether such errors

or omissions are discovered before or after commencement of construction and shall be in addition to any other rights or remedies available to the Commission under this Agreement or applicable law. Contingency shall not be used to cover costs associated with this work.

10. CHANGES AND ADDITIONAL SERVICES:

(a) General Requirement for Written Authorization. The Construction Manager shall not perform, and the Commission shall have no obligation to pay for, any Services or Work beyond the Scope of Services unless such Services or Work are expressly authorized in advance in a written amendment or written directive executed or issued by the Commission.

(b) Pre-Construction Phase (Pre-GMP).

Prior to acceptance of a Guaranteed Maximum Price ("GMP"), any Commission-authorized additional services shall be compensated on an hourly basis at the rates set forth in Exhibit A, subject to a written not-to-exceed amount approved in advance by the Commission. The Construction Manager shall have no entitlement to compensation for any additional services performed without such prior written authorization.

(c) Construction Phase (Post-GMP).

After acceptance of the GMP, all changes in the Work, including any additions, deletions, or modifications to the Scope of Work, shall be implemented only by written change order or construction change directive issued in accordance with the Contract Documents. Any adjustment to the Contract Time or the GMP shall be determined solely in accordance with such change order procedures.

For self-performed work, Construction Manager may assign a limit of ten percent (10%) as overhead and profit for direct costs associated with changes in Work.

For Subcontractor performed work, Subcontractor's overhead and profit for increases shall not exceed ten percent (10%). Construction Manager may assign a limit of five percent (5%) as overhead and profit for direct costs associated with changes in Work.

For sub-subcontractor performed work, sub-subcontractor's overhead and profit for increases shall not exceed ten percent (10%). Subcontractor may assign a limit of five percent (5%) as overhead and profit for direct costs associated with changes in sub-subcontractor Work. Construction Manager may assign a limit of five percent (5%) as overhead and profit for direct costs associated with changes in sub-subcontractor Work.

In no event shall the aggregate mark-up of direct costs of changes in Work exceed 15%.

(d) No Additional Services for Construction Manager Fault.

No Services or Work shall be considered additional, nor shall any adjustment to the GMP or Contract Time be permitted, to the extent such Services or Work arise from or are necessitated by errors, omissions, lack of coordination, or failure of the Construction Manager or its subcontractors or consultants to perform in accordance with the Contract Documents or the applicable standard of care. For avoidance of doubt, the determinations in this Section shall control over any claim that corrective work constitutes a compensable change, constructive change, or differing site condition where such work arises from or relates to the Construction Manager's obligations under Section 9 (Errors, Omissions, and

Reperformance).

(e) Proceeding Without Authorization.

If the Construction Manager proceeds with any Services or Work without the required written authorization, it shall do so at its sole risk and expense and shall have no claim for additional compensation, time, or other relief.

11. CONTRACT DOCUMENTS: The Contract Documents shall consist of this Agreement, the Commission’s procurement documents for RFQ# 26-002 and attachments, Exhibit A, any amendments to this Agreement including, without limitation, the Guaranteed Maximum Price (“GMP”) amendment and all exhibits thereto, and the attachments “Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)” and “Anti-Discrimination Against Israel Act Certification,” which, if applicable, the Construction Manager shall execute and return to the Commission at the time of execution.

12. AMOUNT AND METHOD OF COMPENSATION: The compensation payable to the Construction Manager under this Agreement shall be determined in accordance with the Contract Documents and shall vary by phase of the Project.

Pre-Construction Phase Compensation.

During the Pre-Construction Phase, the Construction Manager shall be compensated in accordance with the Pricing Summary set forth in Exhibit A, as approved by the Commission, unless otherwise modified by written amendment.

Construction Phase Compensation (Guaranteed Maximum Price).

Upon acceptance by the Commission of a Guaranteed Maximum Price (“GMP”), the total compensation payable to the Construction Manager for the performance of the Work shall not exceed the GMP, subject to adjustment only as expressly provided in the Contract Documents.

The GMP shall consist of:

- a) The Cost of the Work;
- b) General Conditions Costs;
- c) The Construction Manager’s Fee; and
- d) Any applicable Contingency amounts as defined in the Contract Documents.

Payment Limitation.

The total amount paid under this Agreement shall not exceed the approved GMP plus any Commission-authorized written changes issued in accordance with the Contract Documents.

No Entitlement Outside Authorized Amounts.

The Construction Manager shall not be entitled to any compensation in excess of the amounts expressly authorized under this Agreement, the GMP, or a duly executed written amendment, regardless of actual cost incurred.

13. REIMBURSABLES:

- (a) General Rule.** Except as expressly set forth in Exhibit A and incorporated into the Guaranteed Maximum Price (if applicable), no costs shall be reimbursable unless specifically authorized in advance in writing by the Commission.
- (b) Relationship to Cost of the Work.** To the extent any reimbursable item is included in or allocable to the Cost of the Work or General Conditions Costs under the Guaranteed Maximum Price structure, such cost shall not be separately reimbursable under this Section.
- (c) Pre-Approval Requirement.** All reimbursable expenses must be:
1. pre-approved in writing by the Commission; and
 2. directly attributable to the Project and necessary for performance of the Work.
- (d) Prohibited Reimbursables.** In no event shall the Commission be responsible for reimbursement of:
1. mileage or local travel expenses;
 2. home office overhead;
 3. administrative or corporate overhead not expressly included in the General Conditions; or
 4. any cost not supported by itemized documentation reasonably satisfactory to the Commission.
- (e) Documentation.** All reimbursable requests shall include sufficient supporting documentation, including receipts or equivalent records, in a form acceptable to the Commission, and shall be subject to audit under this Agreement.

14. BILLING AND INVOICING:

(a) Monthly Applications for Payment.

The Construction Manager shall submit monthly applications for payment in a form approved by the Commission, which shall include AIA Forms G702, G703, or other equivalent documentation as required by the Commission.

(b) Required Supporting Documentation (Open-Book Requirement).

Each application for payment shall be supported by complete and detailed documentation sufficient to substantiate all amounts requested, including but not limited to:

1. subcontractor invoices and pay applications;
2. certified payroll records and labor burden documentation;
3. conditional lien waivers for current pay application;
4. unconditional lien waivers for immediately preceding pay application;
5. material invoices and delivery documentation including photographic evidence and proof of insurance for materials stored;
6. equipment usage logs and rental agreements; and
7. any other cost backup reasonably required by the Commission.

(c) GMP Categorization.

All applications for payment shall be organized in accordance with the Guaranteed Maximum Price

structure, including separate identification of:

1. Cost of the Work;
2. General Conditions Costs;
3. Bonds and insurance;
4. Permits and fees;
5. Construction Manager's Fee; and
6. Contingency usage, if applicable.

(d) Commission Review and Verification.

The Commission shall have the right to review, verify, and audit all applications for payment prior to approval. The Commission may withhold payment for:

1. unverified costs;
2. incomplete documentation;
3. disputed amounts; or
4. nonconforming work.

(e) Payment Timing.

The Commission shall pay all undisputed and properly documented amounts in accordance with applicable law and subject to appropriation.

(f) Retainage.

The Commission may withhold retainage of 5%, until Final Completion and acceptance of the Work.

(g) No Waiver.

Payment of any application for payment shall not constitute acceptance of Work, waiver of defects, or approval of costs not expressly verified by the Commission.

(h) Receipt of Payment.

The Construction Manager shall promptly submit to the Commission, in a form acceptable to the State of Missouri, a receipt verifying payment no later than **XX** business days **(XX)** after payment is received

- 15. STANDARD OF CARE** The Construction Manager shall perform all Services under this Agreement with the degree of skill, care, and diligence ordinarily exercised by experienced construction managers and general contractors performing comparable services on projects of similar size, complexity, and location at the time the Services are performed.

During the Pre-Construction Phase, the Construction Manager's Services, including constructability review, scheduling, cost estimating, value engineering, and coordination recommendations, shall be performed with the same standard of care applicable to construction management preconstruction services in the industry.

During the Construction Phase, the Construction Manager shall be responsible for the proper means, methods, techniques, sequences, and procedures of construction and for coordinating all portions of the Work in accordance with the Contract Documents and applicable laws, codes, and regulations.

Nothing in this Section shall be construed to impose upon the Construction Manager any obligation for the

professional services of design professionals, nor to relieve the Construction Manager of its responsibility to identify and report to the Commission any errors, omissions, or inconsistencies in the Contract Documents that are discoverable through the exercise of the standard of care applicable at the time the Services were performed, based on information then available to the Construction Manager in the exercise of the foregoing standard of care.

16. RATES OF PAY. Construction Manager hereby agrees that the prevailing rates of pay shall be paid to skilled and unskilled labor employed under the terms of this contract. The Construction Manager shall forfeit to Commission one hundred dollars (\$100) for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulation rates for any work done under said contract, by him or by any subcontractor under him. Pursuant to Sections 290.210 to 290.340, RSMo. for those projects with a total cost of more than \$75,000.00, a schedule of such prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to said statutory provisions and made a part of this Contract by this reference, the then current Annual Wage Order shall be used.

Effective August 28, 2018, the provisions of sections 290.210 to 290.340 shall not apply to the construction of public works for which either the engineer's estimate of the bid accepted by the County for the total project is in the amount of \$75,000.00 or less. For any awarded bid in the amount of \$75,000.00 or less that becomes subject to a contract amendment that increases the total project cost in excess of \$75,000.00, the provisions of 290.210 to 290.340 shall apply only to that portion of the project that is in excess of \$75,000.00.

17. SALES AND USE TAX EXEMPTION. To the fullest extent permitted by applicable law, including Section 144.062, RSMo, Construction Manager shall utilize all available sales and use tax exemption mechanisms applicable to the Work, including but not limited to the Missouri Project Exemption Certificate (Form 5060) and any exemption documentation provided by Commission, for all purchases of materials, supplies, and equipment incorporated into or consumed in the Project; Construction Manager shall coordinate with Commission and its subcontractors and suppliers to implement such exemptions and ensure all qualifying purchases are made on a tax-exempt basis; and Construction Manager shall not include in the Contract Price, nor seek reimbursement from Commission for, any sales or use taxes paid to the extent such taxes could have been lawfully avoided through use of such exemptions, it being expressly understood that any such avoidable taxes shall be borne solely by Construction Manager.

18. PERFORMANCE OF THE WORK.

(a) General Obligation.

The Construction Manager, acting as an independent contractor, shall furnish all supervision, labor, equipment, tools, materials, and supplies necessary to perform and complete the Work in accordance with the Contract Documents.

(b) Procurement and Subcontracting.

Except for any portion of the Work expressly approved for self-performance under subsection (c), the Construction Manager shall competitively solicit bids from qualified subcontractors for each major trade package. Subcontract awards shall be based on price, qualifications, and responsibility, consistent with the requirements of the Contract Documents and subject to Commission review.

The Construction Manager shall maintain transparency in the subcontracting process and shall provide the Commission with bid summaries and award recommendations upon request.

(c) Self-Performed Work (If Approved).

The Construction Manager may self-perform portions of the Work only if:

1. such self-performance is expressly identified in Exhibit A or approved in writing by the Commission; and
2. the pricing of such work is supported by detailed cost breakdowns consistent with the Cost of the Work provisions and subject to Commission review; and
3. The Construction Manager shall submit to the Commission any bid or proposal for self-performed work no later than one (1) business day prior to the deadline for receipt of bids or proposals from independent contractors or subcontractors for the same scope of work.

Any self-performed work shall not include undisclosed markups and shall be priced in a manner consistent with open-book CMAR principles.

(d) Standard of Responsibility.

The Construction Manager represents that it possesses the skill, experience, and capacity necessary to perform the Work and that it is not bound by any agreement that would materially interfere with its obligations under this Agreement.

(e) No Minimum Self-Performance Requirement.

Unless expressly stated elsewhere in the Contract Documents, there shall be no minimum self-performance requirement for the Construction Manager.

- 19. SAFETY.** Commission and any consulting engineer hired by the Commission may have personnel on the project site from time to time. All information and/or instructions shall be requested in writing by Construction Manager and responded to in writing. No opinion or instructions will be given to Construction Manager on safety.

Construction Manager shall be solely responsible for the safety on and around the project site including shoring, ladders, drop cords, scaffolding, barricades, means, methods, techniques, sequences and procedures.

Construction Manager shall comply with all requirements of Section 292.675 RSMo., as amended, which is incorporated herein by this reference. Said statute relates to the OSHA Construction Safety Program. Commission hereby notifies Construction Manager that the penalties for failure to comply with the training and all other requirements set forth in said statute include the forfeiture of penalties to Commission of two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Construction Manager or a subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

- 20. INDEMNITY.** To the extent allowable by law, Construction Manager shall indemnify, defend (with counsel chosen by Construction Manager with Commission's consent), and hold harmless Commission,

its officers, agents, and employees from and against any and all claims, damages, losses, expenses and liabilities of any kind, regardless of merit, including but not limited to attorney's fees and costs, caused by, whether wholly or in part, or otherwise in connection with Construction Manager's performance of its duties and obligations under this agreement and including any costs to enforce this provision except that Construction Manager shall not be liable to nor indemnify Commission from its own negligence or wrongdoing. The indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages or liability. Construction Manager's obligation to indemnify pursuant to this section shall survive the termination or expiration of this agreement. The duty to defend shall arise upon tender of any claim alleging facts that, if true, would potentially fall within the scope of this indemnity, regardless of whether such allegations are ultimately proven.

21. TERMINATION BY COMMISSION OR CONSTRUCTION MANAGER.

(a) Termination for Cause by Commission. If Construction Manager is adjudged to be bankrupt, makes a general assignment for the benefit of creditors, has a receiver appointed due to insolvency, fails to make progress in accordance with the Project Schedule (subject to applicable extensions), fails to make prompt payment to subcontractors or suppliers, disregards applicable laws, ordinances, or Commission instructions, or otherwise materially breaches any provision of the Contract Documents, the Commission may, upon written notice to Construction Manager and its surety, terminate this Agreement for cause. Upon such termination, the Commission may take possession of the Work, materials, and equipment on site and complete the Work by whatever method it deems appropriate, including engagement of other contractors or self-performance. Construction Manager shall not be entitled to further payment until completion of the Work. If the unpaid balance of the Contract Price exceeds the Commission's costs of completion, including additional engineering, architectural, managerial, and administrative costs, such excess shall be paid to Construction Manager. If completion costs exceed the unpaid balance, Construction Manager shall be liable for the difference upon demand. Upon request, Construction Manager shall assign to Commission all rights under subcontracts, purchase orders, and equipment leases related to the Work and shall make available construction equipment as directed by Commission.

(b) Termination for Convenience by Commission (Pre-GMP). Prior to acceptance of a Guaranteed Maximum Price ("GMP"), the Commission may terminate this Agreement at any time for its convenience upon three (3) days' written notice. In the event of termination under this subsection, the Construction Manager shall be entitled only to compensation for properly performed Pre-Construction Phase Services actually authorized and performed up to the effective date of termination, in accordance with the Contract Documents. The Construction Manager shall not be entitled to anticipated profit, unearned fee, or damages of any kind arising from such termination.

(c) Termination for Convenience by Commission (Post-GMP). After acceptance of a GMP, the Commission may terminate this Agreement for its convenience upon written notice. In such event, the Construction Manager shall be entitled to payment for: (i) Work properly performed and accepted prior to the effective date of termination; (ii) reasonable and documented costs necessarily incurred as a direct result of termination, including reasonable demobilization and closeout costs; and (iii) the portion of the Construction Manager's Fee earned as of the date of termination, calculated on a proportional basis consistent with the percentage of Work completed, unless otherwise specified in the GMP amendment.

The Construction Manager shall not be entitled to anticipated profit on unperformed Work or consequential damages. The Guaranteed Maximum Price, including approved adjustments, shall serve as the baseline for determining amounts properly due under this subsection.

(d) Construction Manager Termination. The Construction Manager may terminate this Agreement only if the Commission materially breaches this Agreement and fails to cure such breach within a reasonable time after written notice specifying the breach, provided that termination by Construction Manager shall not be effective unless and until the Commission has had a reasonable opportunity to cure consistent with applicable law governing public contracts.

(e) General Provisions. Upon any termination of this Agreement, the Construction Manager shall promptly: (i) cease Work in an orderly manner; (ii) secure the Project site; (iii) protect Work in progress; and (iv) cooperate with the Commission in transition of the Work to another contractor or phase. All provisions of this Agreement that by their nature should survive termination, including audit rights, indemnity, record retention, and warranty obligations, shall survive termination.

22. FORCE MAJEURE. Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement (except for payment obligations) to the extent such failure or delay is caused by events beyond the reasonable control of the affected party and not due to its fault or negligence (“Force Majeure Event”), including, but not limited to: acts of God; floods; fires; earthquakes; severe weather events; epidemics or pandemics; war, terrorism, or civil unrest; labor strikes or other labor disturbances not limited to the Construction Manager’s workforce; governmental actions, embargoes, or orders; or other similar causes beyond the reasonable control of the affected party.

The party affected by a Force Majeure Event shall provide prompt written notice to the other party describing the nature of the event, its expected duration, and the anticipated impact on performance. The affected party shall use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and to resume performance of its obligations as soon as reasonably practicable.

To the extent a Force Majeure Event directly impacts the critical path of the Project, the Contract Time shall be adjusted only to the extent of actual critical path delay directly caused by the Force Majeure Event, and no adjustment to the GMP, Cost of the Work, Fee, or any escalation costs shall be permitted unless expressly agreed in a written amendment executed by the Commission.

23. AUDIT CLAUSE. Construction Manager’s records which shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the Commission, or a duly authorized representative of same, at the Commission’s expense. The Construction Manager shall preserve all such records for a period of three years, unless permission to destroy them is granted by the Commission, or for such longer period as may be required by law, after the final payment. Since the Construction Manager is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding Construction Manager’s operations obtained during audits will be kept confidential. Construction

Manager shall require all subcontractors under this contract to comply with the provisions of this Section by including the requirements herein in written contracts with said subcontractors.

- 24. CHOICE OF LAW; VENUE.** The Contract Documents shall be governed by and construed in accordance with the laws of the State of Missouri. Venue for any legal action in connection with the Contract Documents shall lie in the Circuit Court of St. Louis County, Missouri.
- 25. NON-WAIVER OF SOVEREIGN IMMUNITY.** The Commission hereby asserts and maintains its sovereign immunity to the fullest extent permitted by law. Nothing in the Agreement shall be construed as a waiver of the Commission's sovereign immunity or as consent by the Commission to be sued in any forum or manner except as provided by law. The Commission's sovereign immunity shall survive the termination or expiration of the Agreement and shall remain in full force and effect in accordance with any and all applicable laws.
- 26. APPROPRIATIONS.** Any obligation on the part of the Commission to pay any amount due under the agreement is subject to appropriation by and receipt of funds from the State of Missouri and any other political subdivision thereof contributing to the costs of the Commission in each fiscal year of funds sufficient to fulfill the terms of the agreement. Should the State or any subdivision fail to appropriate sufficient funds in its annual budget legislation for any of the fiscal years to which the Commission's obligation to pay any amount due under the agreement applies, the Commission's obligation to pay any funds under this agreement shall cease without penalty and without further payment being required, regardless of the nature of cause for any claim for payment by the Construction Manager, and the agreement will terminate upon written notice by the Commission that there are not sufficient authorized funds lawfully available to meet the Commission's payment obligations.
- 27. DRAWINGS.** The Drawings and Specifications form part of the Contract Documents and shall be used in a complementary manner to describe the Work.
- The Construction Manager shall review the Contract Documents for coordination and constructability and shall promptly report any errors, omissions, or inconsistencies identified in the performance of its Services. The Construction Manager shall not be relieved of responsibility for the proper execution of the Work due to failure to identify conditions that are reasonably inferable from the Contract Documents.
- The Construction Manager shall maintain at the Project site a current record set of Drawings reflecting field changes, modifications, and deviations from the original design ("as-built drawings"). Such materials may be maintained or made available in electronic format via commonly used commercial software, subject to the Commission's approval. As a condition of Final Completion, the Construction Manager shall deliver complete and accurate as-built documentation to the Commission in a format acceptable to the Commission.
- 28. OWNERSHIP OF RECORDS.** All documents, reports, exhibits, etc., produced by the Construction Manager at the direction of the Commission and information supplied by the Commission shall remain the property of Commission. The Commission shall have the right to reproduce and/or use any products derived from the Construction Manager's work without payment of any royalties, fees, etc.

- 29. INSURANCE.** Construction Manager must obtain and keep in effect at all times during the contract period the following coverages and upon execution submit copies of certificates of insurance documenting the following coverages:
- a. **Worker's Compensation and Employer's Liability:** Statutory WC limits as required by the Statutes of the State of Missouri, (or a qualified self-insurer) and Employers Liability in an amount of no less than \$1.0 million.
 - b. **Automobile, General Liability and Property Damage:** The Construction Manager shall maintain the following minimum amounts of automobile, general liability, and property damage insurance coverage during the life of the contract:
\$1,000,000 for bodily injury or death to any one person and \$3,000,000 per occurrence for automobile and general liability coverage; and property damage coverage of at least \$1,000,000. A Combined Single Limit Policy in the amount of \$3,000,000 is an acceptable alternative. Automobile coverage must include non-owned vehicles.
 - c. **Additional Requirements:** The Automobile & General Liabilities policies shall be endorsed to include the Commission as an additional insured including the following language: "Nothing in this endorsement shall serve to operate as a waiver of the Commission's Sovereign Immunity or broaden the liability of the Commission beyond the provisions of Sections 537.600 to 537.610 of the Revised Statutes of Missouri". Construction Manager shall provide 30 days' advance written notice of any material change. A Waiver of Subrogation in favor of the Commission shall be endorsed on each of the policies. The required insurance shall be primary insurance with respect to any other insurance or self-insurance programs maintained by the Commission. A Certificate of Insurance evidencing the above coverage(s) together with a copy of the required endorsements shall be provided to the Commission prior to the commencement of any work. It shall be the Construction Manager's responsibility to keep the respective insurance policies and coverages current and in force for the life of the contract.
 - d. **Subcontractor's Coverage:** It shall be the Construction Manager's responsibility to ensure that all subcontractor's maintain the same coverages and limits as outlined herein.
 - e. **Professional Liability (Errors and Omissions) Insurance.** Where the Construction Manager or its subcontractors perform preconstruction services, design assist services, delegated design services, or any services involving professional engineering or architectural judgment, the Construction Manager shall maintain professional liability (errors and omissions) insurance with limits not less than \$3,000,000 per claim and \$6,000,000 aggregate (or such higher limits as may be required by the Commission or specified in Exhibit A). Such coverage shall be maintained for a period extending not less than five (5) years after Final Completion.

30. PERFORMANCE AND PAYMENT BONDS. The Construction Manager shall furnish Performance and Payment Bonds in the full amount of the estimated total Project Cost of Forty Million Dollars (\$40,000,000.00) at the time of execution. Upon establishment and written acceptance of the Guaranteed Maximum Price (GMP), the Construction Manager shall, at its sole cost, promptly furnish replacement bonds, or riders to the existing bonds, in the full amount of the GMP. The Construction Manager shall maintain Performance and Payment Bond coverage in an amount not less than the then-current Contract Sum at all times.

31. REFERENCE STANDARDS. Reference to standards, specifications, manuals, codes, or other requirements of any technical society, organization, or governmental authority, whether expressly or impliedly incorporated into the Contract Documents, shall mean the latest edition in effect as of the date of solicitation or bid opening, unless otherwise specifically stated in the Contract Documents.

No referenced standard, specification, manual, or code shall be interpreted to expand, diminish, or otherwise modify the duties, obligations, or responsibilities of the Commission, the Construction Manager, or the Architect as expressly set forth in the Contract Documents.

Nothing in any referenced standard shall be construed to impose upon the Architect, Construction Manager, or any consultant any duty or authority not expressly assigned in the Contract Documents, including any duty to direct or supervise the means, methods, techniques, sequences, or procedures of construction.

Nothing in this Section shall be construed to limit the Construction Manager's obligations under the Contract Documents, including its obligations for coordination, constructability review, and the identification and reporting of errors, omissions, or inconsistencies reasonably discoverable in the Contract Documents.

32. SHOP DRAWINGS AND SUBMITTALS. All shop drawings, product data, samples, and other submittals required by the Contract Documents ("Submittals") shall be prepared and submitted in accordance with the procedures established in the Contract Documents and coordinated through the Construction Manager.

The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. The Construction Manager shall notify the Commission of any Submittal-related delays that may impact the critical path and shall propose reasonable mitigation measures where appropriate.

The Construction Manager shall be responsible for receiving Submittals from Subcontractors and suppliers, reviewing them for coordination, constructability, sequencing, and conformance with the general intent of the Contract Documents, and transmitting them to the Architect in accordance with the approved Project procedures.

The Construction Manager's review of Submittals shall be limited to matters of coordination, constructability, and scheduling, and shall not constitute a review of, or responsibility for, design content, design intent, or compliance with professional architectural or engineering requirements. The Construction Manager shall not be responsible for errors or omissions in design documents prepared by

the Architect or Architect's consultants.

The Architect shall be responsible for review and approval of Submittals for design conformance, and shall indicate approval, rejection, or required revisions in accordance with its professional obligations. No Submittal shall be deemed approved unless expressly approved by the Architect in writing.

The Construction Manager shall promptly transmit Submittals to the Architect and shall track Submittal status to support Project scheduling and coordination. The Construction Manager shall identify and notify the Commission and Architect of any observed deviations, substitutions, or potential conflicts with the Contract Documents discovered during its coordination review.

Where a Submittal proposes a substitution or deviation from the requirements of the Contract Documents, the Construction Manager shall clearly identify such deviation in writing at the time of submission. Acceptance or rejection of any substitution shall be determined solely by the Commission and Architect in accordance with the Contract Documents.

The Construction Manager's coordination review and transmittal of Submittals shall not relieve any Subcontractor, supplier, or other party from responsibility for the accuracy, completeness, or compliance of its Submittals, nor shall it relieve the Construction Manager from its obligation to coordinate the Work as required under this Agreement. Construction Manager is solely responsible for verifying quantities of required products/materials.

33. REQUESTS FOR INFORMATION (RFI). In the event of differing or unforeseen conditions, or instances where the construction documents are unclear or ambiguous, Construction Manager shall promptly submit a Request for Information electronically to Architect. Construction Manager shall allow architect reasonable time to respond, generally 48 hours. RFI should not be submitted for information that is readily available in the construction documents.

34. RIGHTS-OF-WAY. All improvements will be performed within land owned by Commission and the public right-of-way shown on the plans.

Upon completion of the contract work, Construction Manager shall restore, without additional cost to Commission, all improvements within the vicinity of the site and right-of-way to substantially the same conditions as they were at the commencement of the work, unless otherwise noted. At project closeout, Commission will ensure the conditions of areas located outside of the construction area and existing right-of-way were not damaged, and if damaged were repaired to the same as at the commencement of the work. Non-approval can result in the withholding of final payment.

All costs resulting from the maintenance or improvement of areas outside the construction limits depicted on the plans – such as incidental grading, and the repair of improvements damaged by Construction Manager – shall be borne by Construction Manager.

35. INSPECTIONS. Construction Manager shall assure that representatives of Commission shall have the privilege of inspecting and reviewing work done by Construction Manager or his subcontractors on this project.

Construction Manager shall also assure that all of his subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to cost incurred in connection with the Contract and make such materials available at such Construction Manager's office at all reasonable times during the contract period.

36. LABOR POSTINGS. All information as required by state and/or federal wage/labor laws shall be posted by Construction Manager on the job site.

37. CONFLICT WITH PERSONNEL. If a conflict between personnel of Construction Manager and Commission escalates to the point that it hinders the progress of the work and cannot be settled amicably, Construction Manager's personnel involved in the conflict shall be removed from the project.

A personnel conflict shall not give cause for Construction Manager to terminate this contract nor to pull off employees from active job sites. If Construction Manager withdraws crews, Commission may, in its sole discretion, terminate the Agreement pursuant to its terms above. If Commission so determines, it shall give notices as set forth herein.

38. EROSION CONTROL MEASURES. Construction Manager will provide as a part of the construction plans an Erosion Control Plan, providing for adequate erosion control and sediment features in accordance with any local, state and federal regulations. Construction Manager shall submit a proposed Erosion Control Plan to Commission for approval prior to the start of construction. Construction Manager shall be responsible for maintaining compliance with the Erosion Control Plan until the project is acceptably completed.

39. PROGRESS REPORTS. The Construction Manager shall submit monthly progress reports in a form acceptable to the Commission, concurrent with each application for payment. Each report shall include:

- (a) a summary of Work completed during the reporting period;
- (b) anticipated Work for the upcoming period;
- (c) an updated status of the Project Schedule, including identification of any delays, impacts to the critical path, and recovery actions;
- (d) a summary of any conditions affecting progress, including weather delays or other excusable events; and
- (e) any other information reasonably requested by the Commission to monitor the progress of the Project.

Progress reports shall be submitted electronically unless otherwise directed by the Commission.

40. HOURS OF WORK. During central standard time, all work is to be accomplished between the hours of 7:00 a.m. and 6:00 p.m. local time Monday through Friday and between 7:30 a.m. and 5:00 p.m. local time on Saturday. During central daylight savings time, all work is to be accomplished between the hours

of 6:30 a.m. and 6:00 p.m. local time Monday through Friday and between 7:30 a.m. and 5:00 p.m. local time on Saturday.

Construction Manager shall notify Commission in writing no less than 48 hours in advance of any work scheduled to be done on Saturday. No work shall be performed on Sunday. Work outside of these hours, including incidentals, can only be done following a written request to and subsequent written approval from Commission.

41. PROTECTION DURING CONSTRUCTION. During the progress of the work, Construction Manager shall protect all existing and new work from injury or defacement and particular care shall be taken of all finished parts. Any damage occurring to the work from any cause, including any damage caused by others and utilities, shall be properly repaired and/or replaced at Construction Manager's expense to the satisfaction of Commission.

Construction Manager is also responsible for any repair and/or maintenance required throughout the project from Notice to Proceed until final acceptance.

42. CLEANING UP. Construction Manager shall have all rubbish and debris removed from the premises from time to time as directed by Commission and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Upon completion of the Work, the premises shall be left in a neat and presentable condition.

Construction Manager shall comply with all Best Management Practices (BMP) of the relevant Authorities Having Jurisdiction (AHJ) regarding keeping waste on the premises and out of adjoining properties or storm drainage systems, drainage areas, streets or watercourses, including but not limited to providing vehicle wash down areas and concrete waste management systems.

43. TEMPORARY FACILITIES. Upon Request by Commission, Construction Manager shall provide, at no additional cost to Commission, some or all of the following:

- a. Temporary Toilet for Workmen -- Construction Manager shall provide temporary toilet facilities conforming to requirements of all Health and Sanitation Codes for use by workmen employed on the project. The location of the toilet shall be as directed by Commission, and the facilities shall be kept in a clean, sanitary condition at all times. The cost for the temporary toilet shall be included in the bid price for other work.
- b. Temporary Light and Power -- Construction Manager shall provide and pay all charges for temporary light and power as required for the work.
- c. Temporary Water -- Construction Manager shall provide and pay for temporary water service as required for the work, including that required for the construction wash off pad.
- d. Temporary Field Office -- Construction Manager may provide and maintain a temporary field office for his use. Commission shall approve the location of the proposed office. No direct payment will be made for this work.

44. HAULING OVER STREETS. All streets over which hauling is performed shall be kept reasonably clean of spilled or tracked on materials at all times and shall be thoroughly cleaned of such materials daily, within one hour after the suspension of hauling operations if said street is used by the traveling public.

Construction Manager will be required to secure from the proper City, County, and State authority any permits which may be required to haul over city, Commission or state streets, and any hauling operation shall be subject to the requirements of such permits and to any applicable City, County or State regulations and ordinances governing hauling and the movement of equipment over said streets. Construction Manager is reminded that they must follow posted weight limits for bridges.

45. PROJECT SURVEYS. All survey staking will be at the sole cost of Construction Manager at no additional cost to Commission. Stakeout and as-built information will be used to verify actual earthwork quantities. Five (5) business days notification shall be given to Commission, or to a consulting engineer hired by the Commission if so directed, prior to stakeout.

46. PROJECT SUBMITTALS AND CLOSEOUT. The Construction Manager shall comply with all submittal, documentation, and closeout requirements set forth in the Contract Documents and as reasonably required by the Commission for administration of the Project.

Prior to commencement of the Construction Phase, the Construction Manager shall coordinate with the Commission to establish applicable procedures for submittals, document control, and reporting.

As a condition precedent to Final Completion and final payment, the Construction Manager shall provide all closeout documentation required by the Contract Documents and the Commission, which may include, without limitation:

- (a) as-built drawings;
- (b) operation and maintenance manuals;
- (c) Training materials as required in the project specifications;
- (d) warranties and guarantees;
- (e) lien waivers and releases; and
- (f) any other documentation reasonably necessary to demonstrate completion of the Work and compliance with the Contract Documents.

All submittals and closeout documentation shall be provided in a form acceptable to the Commission and may be required in electronic format unless otherwise directed.

47. WORK IN EXISTING DRAINAGE AREA. The attention of Construction Manager is directed to the fact that the site of the work conveys overland and/or piped storm water drainage. Construction Manager shall inform himself fully, of the conditions relating to the construction and labor under which work will be performed. Construction Manager shall employ as far as possible such methods and means in carrying out his work as not to cause any interruptions or interference to the flow of storm water. Construction Manager shall take special care to prevent the obstruction of the existing or new storm water facilities. In addition, all debris and material that could cause obstruction to downstream culverts, if a storm were to

occur, must be removed immediately. All excavation shall be planned and executed in a manner to minimize the duration of exposure of unprotected soils. All borrow areas and embankments shall be managed to prevent sediment from entering nearby water or land. Disturbed areas shall be restored with permanent vegetative diversion, or siltation retention facilities shall be provided to protect water courses.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

CONSTRUCTION MANAGER

COMMISSION

Name Date

Name Date

EXHIBIT B

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (hereinafter "Agreement"), is entered into this _____ day of _____, 2026, by and between _____, located at _____ (hereinafter "Contractor") and Gateway Regional Law Enforcement Training Center Commission, a political subdivision of the State of Missouri, located at 1266 Sutter Ave., St. Louis, Missouri 63133 (hereinafter "Commission").

WHEREAS, Contractor and the Commission wish to enter into negotiations regarding the provision of certain products and/or services; and

WHEREAS, in the course of negotiating with the Commission, Contractor may have access to certain confidential or proprietary information or data;

WHEREAS, it is in the interests of the parties that discussions and exchange of information and/or data be carried on in a controlled environment and that confidential and proprietary information or data developed by the parties, or accessed by Contractor or its employees or agents, whether from Commission resources directly or from other sources by virtue of the Commission having access to such sources, be protected from further disclosure unless the Commission approves of its release;

NOW, THEREFORE, for and in consideration of the engagement of Contractor to provide certain products and/or services for the Commission, Contractor agrees as follows:

1. In the course of its performance of services for the Commission, Contractor will have access to certain information or data which is confidential and/or proprietary, including but not limited to the Commission's confidential business and/or other technical information and private data of citizens (hereinafter referred to collectively as "Confidential Information"). Confidential Information may be in written, electronic, photographic or other tangible form, and it may be provided orally or visually. Confidential Information disclosed in a tangible or electronic form may be marked or otherwise identified as such by the Commission, but in no event shall the absence of such a mark or identification in any way affect Contractor's obligations hereunder, including without limitation its obligation to treat such information or data as confidential. Contractor shall treat all information or data of which Contractor becomes aware as a result of its engagement with the Commission as confidential unless: (a) the information/data was rightfully known to Contractor, without restriction on disclosure, prior to its engagement with the Commission; (b) the information/data is or has become generally available to the public, without the fault or negligence of Contractor; (c) Contractor rightfully received the information/data from a third party without a duty of confidentiality; (d) Contractor independently developed the information/data without use of Commission's confidential information; or (e) authorized, in writing, by the Commission. Confidential Information made available to Contractor may include information of third parties, and the source of such information or data shall not affect its treatment hereunder.

2. Except as specifically permitted in this Agreement or as otherwise authorized in writing by the Commission, Contractor and its employees and agents shall not, at any time, in any fashion, form or manner, whether directly, indirectly or by accident, divulge, disclose, communicate or use, any Confidential Information, or methods of accessing same, that is received, obtained, acquired or developed in association with its engagement with the Commission, whether prior to, during or subsequent to its engagement, unless necessary to effectuate the purposes of its engagement with the Commission. Contractor's sole purpose for accessing and/or using Confidential Information shall be to perform its contractual obligations to the Commission. Contractor is permitted to make exact copies of the Confidential Information but only to the extent necessary to effectuate the purposes of its engagement with the Commission.

3. Contractor agrees that any Confidential Information it receives from the Commission or accesses by virtue of its engagement with the Commission shall be provided only to staff who have an official business need and who have read, understood and agreed to terms substantially similar to those stated in this Agreement. Contractor agrees that when access to Confidential Information results in access to information beyond that which is necessary for the purpose for which access was granted, it will access only the information or data needed for the purpose for which access was given. When Contractor's employees or agents no longer have a need for access to Confidential Information, whether because of termination of employment, reassignment of job duties or otherwise, Contractor shall ensure that access of such employees or agents is terminated.

4. Contractor acknowledges and agrees that it, its employees and agents are bound by all applicable federal and state laws governing confidentiality and/or privacy of information including but in no way limited to individuals' personally identifiable information, e.g., protected health information (PHI) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

5. The parties hereby acknowledge and agree that this Agreement is subject to, and the parties will act in accordance with, the Missouri Sunshine Law (Chapter 610, RSMo.). Contractor agrees to immediately notify the Commission of any request for information or data concerning or related to Commission business received from a third party. Contractor is permitted to disclose the Confidential Information as required by a court or other governmental entity of competent jurisdiction; provided, however, that Contractor shall: (a) where permitted by law, give the Commission prompt written notice upon receipt of a disclosure requirement and before the disclosure is made; (b) take reasonable actions and provide reasonable assistance to the Commission to ensure confidential treatment of the Confidential Information, at Contractor's cost; and (c) disclose only such Confidential Information as is legally compelled.

6. Contractor agrees not to issue any press release, give or make any presentation, or give to any print, electronic or other news media any information regarding its engagement with the Commission without advance approval in writing by the Commission.

7. Contractor agrees that all Confidential Information in its possession as a result of the engagement, including all intellectual property rights therein, at all times remains the sole property of the Commission. Nothing herein shall be construed as granting Contractor any rights, express or implied, including without limitation any intellectual property rights, in the Confidential Information, other than the limited right to use it to effectuate the purpose of its engagement with the Commission.

8. Contractor's right to access and/or use the Confidential Information shall cease upon completion of its engagement with the Commission; however, its obligations hereunder shall survive in perpetuity. Upon completion of its engagement or upon request by the Commission, Contractor will turn over to the Commission all reports, notes, memoranda, notebooks, drawings, and other information or data developed, received, compiled by or delivered to Contractor and/or its employees or agents, regardless of the source of said Confidential Information. Contractor agrees to return or, with the written consent of Commission, destroy all Confidential Information, including all copies, at the conclusion of the engagement or at an earlier date set forth by the Commission in its sole discretion. "Destruction" includes the complete purging of all Confidential Information from all computers and back-up media storage. Upon request by the Commission, Contractor shall certify in writing that it has complied with its obligations under this section.

9. Contractor, its employees and agents shall not attach or load any additional hardware or software to Commission equipment unless authorized by the Commission in writing and will only use those access rights and will only access those systems, directories, information or data authorized by the Commission for its/his/her use to effectuate the purpose of Contractor's engagement with the Commission. All requests for access must be communicated to the Commission's System Administrator.

10. Contractor agrees to transmit Confidential Information only through the use of secure methods and that it shall use the same or a greater degree of care in safeguarding the Confidential Information as it uses for its own

confidential information (but no less than reasonable care). Upon the discovery of any disclosure or misuse of the Confidential Information, Contractor shall immediately notify the Commission and shall act to prevent any further disclosure or misuse, including enforcing obligations of parties to whom it has disclosed the Commission's Confidential Information. Contractor shall be liable for any such unauthorized disclosure or misuse.

11. Contractor agrees to store any Confidential Information it receives in secure, locked containers. Where data is stored on a computer or other electronic media, Contractor must have an appropriate computer security policy that protects Confidential Information from unauthorized disclosure. The computer security policy must include provisions that address the physical security of computer resources; equipment security to protect equipment from theft and unauthorized use; software and data security; and access control. Any access to the stored data, wherever and however stored, must be limited to staff who have an official business need and who have read, understood and agreed to terms substantially similar to those stated in this Agreement. Responsibility for computer security must be assigned to a specific individual or organization, and that assignment must be documented.

12. Contractor agrees: (a) to use the Confidential Information furnished under this Agreement only to effectuate the purposes of its engagement with the Commission; and (b) to retain such Confidential Information only so long as necessary to effectuate the purposes of its engagement with the Commission.

13. Contractor agrees that if it and/or its employees or agents breaches or threatens to breach this Agreement, in addition to having its engagement with the Commission terminated, the Commission shall have all equitable and legal rights (including the right to obtain injunctive relief) to prevent such breach and/or to be fully compensated (including reasonable attorneys' fees) for losses and damages resulting such breach or threatened breach. Contractor acknowledges that compensation may not be sufficient and that injunctive relief to prevent or limit any breach may be the only viable remedy to fully protect the Confidential Information. Contractor further understands and agrees that the terms of this Agreement shall survive the term of the engagement, and Contractor will abide by the terms of this Agreement in perpetuity.

14. Contractor shall indemnify and hold harmless the Commission from any and all claims, suits, causes of action, damages, and costs of any kind (including attorneys' fees) arising out of or in any way related to Contractor's unauthorized disclosure and/or misuse of Confidential Information.

15. Contractor agrees that it shall not assign any of its rights or delegate any of its obligations under this Agreement without the Commission's prior written consent.

16. This Agreement constitutes the entire agreement between the parties as to the confidentially obligations addressed herein. It may be modified only by written agreement of the parties. It shall be governed by the laws of the State of Missouri, without regard to choice of law provisions.

17. This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes and all of which together constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or other electronic signature by either party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

18. If any provision of this Agreement is determined by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect, provided that the essential purpose of this Agreement is not thereby defeated. To the extent permitted by law, any invalid or unenforceable provision shall be reformed and construed so as to most closely reflect the original intent of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

**By: Gateway Regional Law Enforcement
Training Center Commission**

Signature

Printed Name

Title

Date

By (Firm): _____

Signature

Printed Name

Title

Date

State of _____ County of _____

On this ____ day of _____, in the year __, before
me _____, a Notary Public in and for said state,
personally appeared _____, known to me
to be the person who executed the within Non-
Disclosure Agreement on behalf of _____
and acknowledged to me that he or she executed the
same for the purposes therein stated.

Official signature and official seal of notary

EXHIBIT C

NOTE: THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE RESPONSE

AFFIDAVIT OF WORK AUTHORIZATION

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (**Name of Business Entity Authorized Representative**) as _____ (**Position/Title**) first being duly sworn on my oath, affirm _____

(**Business Entity Name**) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the Commission for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (**Business Entity Name**) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT D

NOTE: THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE RESPONSE

Audit Clause for Contracts **Examination of Records**

The Offeror/Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the Commission's Auditor, or a duly authorized representative from the Commission, at the Commission's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the Commission, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Offeror/Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Offeror Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____
(Indicates acceptance of all RFQ terms and conditions)

Date: _____