



LEGAL NOTICE

REQUEST FOR PROPOSAL RFP 20-078

For

Construction Management Services for Interim Assistance

**ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI**

St. Charles County is seeking Statements of Proposal for **Construction Management Services for Interim Assistance**. The County reserves the right to terminate the contract for reasons of violations by the successful proposer of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

INSTRUCTIONS

One [1] original and two [2] signed copy of the proposals must be received in a sealed envelope plainly marked “**RFP 20-078 Construction Management Services for Interim Assistance**” with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the proposal must sign the submittal in blue ink.

Proposal must be submitted to the St. Charles County Finance Department, 201 North Second Street, Room 541, St. Charles, MO 63301, prior to **2:00 PM on Thursday, June 5, 2020**. This address is the St. Charles County Administration Building.

St. Charles County reserves the right to accept and/or reject any and all proposals.

For any proposals being dropped off in person to the Administration building on the day of the opening you must call 636-949-7465 to coordinate receipt of the proposal. Please call once you are present outside of the building. The County is receiving delivery from UPS, USPS, FedX and currier services everyday excepting weekends.

Proposal results may be obtained by going to our St Charles County Government website @ <http://www.sccmo.org/Bids.aspx> click on “**show Closed/Awarded/Cancelled bids**”, **select bid and click on “related documents”**. **No phone calls please**. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

PROPOSAL INQUIRIES

Any questions or clarifications concerning this Request for Proposal must be submitted in writing via E-mail (preferred), mail or fax to:

Kurt Mandernach, Purchasing Manager
St. Charles County Government
Finance Department
201 North Second Street
St. Charles, Missouri 63301
kmandernach@sccmo.org

For questions or inquiries concerning the specifications please contact:

Christine Ramsdell, Director
Facilities Management Department
St Charles County Government
300 North Second St, Room 101
St. Charles, Missouri 63301
Fax: (636)949-7339
cramsdell@sccmo.org

All questions must be received no later than **12:00 PM on 6/2/2020**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County's website <http://www.sccmo.org/Bids.aspx>. Check this website frequently for updates and any addendum that are issued.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled "Bid Inquiries", concerning this request is prohibited PRIOR TO BID OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County. Any Offeror engaging in such prohibited communications prior to Bid Opening may be disqualified at the sole discretion of St. Charles County.

TERMS AND CONDITIONS

- St. Charles County reserves the right to reject any and all proposals or parts of a proposal and waive technicalities, and to adjust quantities.
- All proposals will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of proposal opening.
- All delivery costs or charges must be included in the F.O.B. destination proposal price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.
- The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award. The contract template is provided as part of this proposal and will be required to execute upon award.
- The County, with the consent of the vendor, shall have the option to renew said contract for two (2) additional twelve (12) month periods at the same specifications and terms and conditions of any contract that may be derived from this request for proposal.
- The electronic version of this proposal/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this proposal/RFP on file in the Purchasing Office 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.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the proposal must sign all proposals, in blue ink.
- Vendors must submit two [2] signed copies of their proposal; one is to be an original and so marked.
- All prices and 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 proposal.
- St. Charles County will not award any proposal to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and "Void" and will not be opened.
- The successful proposer is specifically denied the right of using in any form or medium the

names of St. Charles County or any other public agency within St. Charles County Government for public advertising unless express written permission is granted.

- The successful proposer agrees to have all personnel working on site undergo a background check performed by the S. Charles County Corrections Department if deemed necessary. Only personnel who have passed a background will be allowed on site.
- All proposers must possess the necessary and appropriate business and/or professional licenses in their field.
- Award will be made to the low responsive, responsible proposer, or to the offeror whose proposal is most advantageous to the County, price and other factors considered including geographic location. When payments are to be made to the County, award will be made to the most advantageous offer.
- County reserves the right to accept any item or group of items offered, unless the proposer qualifies his proposal by specific limitations. The proposal can be on an "all or none" basis if wording in the proposal so states and if all items solicited are included in the proposal.
- When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

INSURANCE:

The successful proposer must agree to provide and maintain during the life of the Contract the insurance(s) listed below, in the minimum amounts specified, with an insurance company licensed to do business in the State of Missouri. All policies must name the County as an additional insured and provide for thirty (30) days written notice prior to any material changes or cancellation. Successful proposer will be awarded contract once a Certificate of Insurance is provided.

Workers Compensation: Statutory limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.

Comprehensive General Liability (including automobile): Limits of no less than \$1,000,000/3,000,000/1,000,000 per occurrence or \$3,000,000CSL.

Professional Liability: A minimum of \$1,000,000 per claim, \$3,000,000 aggregate for the rendering or failure to render appropriate emergency health care services by licensed physicians, nurses, paramedics, emergency medical technicians and ambulance personnel. If written on a claims made basis, a mutually agreed upon extended reporting period will be negotiated.

Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (E-Verify) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (E-Verify) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this proposal request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a Qualification solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for **one-year** from the date of the notarized affidavit.

**** PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Firm, and the Department of Homeland Security - Verification Division

The online address to enroll in the E-verify program is:

https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES

Open Records

Any and all information contained in or submitted with the proposal becomes a public record subject to the Missouri Sunshine Law when the proposals are opened. If the proposer believes that any information contained in or submitted with the proposal is protected from disclosure by the Missouri Sunshine Law, the proposer must clearly identify what information the proposer believes is so protected and must also clearly identify the legal basis therefor.

Veteran Friendly Employment Policy

"Indicate whether you have developed a veteran friendly employment policy and, if so, attach a copy of such policy to your response as a point of information."

_____ "YES" our company has a veteran friendly employment policy.

_____ "NO" our company does not have a veteran friendly employment policy.

Please include a copy of your veteran friendly employment policy with your submission.

The St. Charles County Facilities Management Department is advertising for construction management services during an interim period while they fill the Project Manager role. This position was vacated May 22nd, but the County wished to continue progress on a few interior construction and mechanical upgrade projects. This interim work is anticipated to last between 3-5 months.

Currently, the County is in process with a small interior renovation at our Police Department building (less than 1,000 ft²) and our Circuit Courts building (less than 2,500 ft²). Both projects are in design but need to move forward to complete construction documents and move into the bidding phase. Additionally, we have larger mechanical system replacements at our Pet Adoption building, Administrative office and Courthouse that will need to maintain their progress. Below are the anticipated responsibilities for this interim construction manager.

- Work as the County's owner's representative throughout design, construction document creation, bid and implementation for interior renovations. This will include working with Facilities Management Director, and designated staff, Information Systems staff and any County staff as needed to complete both projects.
- Work with the designated architecture firm to finalize the design, obtain the approved layout, develop and oversee the construction documents and manage construction administration.
- Develop the general contractor's bid documents in conjunction with the County purchasing policy.
- Evaluate the submitted bid cost and schedule for completeness and accuracy as well as determine the most qualified vendor for the project. Provide documentation to support the Request for Bid approval process, obtain the purchase order and provide the necessary notice to proceed.
- Obtain signed contracts and required certificates of insurance and bonds, if applicable, from all contractors and sub-contractors. Review for adequacy and conformance with contract documents.
- Assist with coordinating the permitting process.
- Provide continual project oversight throughout from commencement through close-out, if applicable. Closely manage the schedule progress to ensure timely completion, review the plans, specifications and shop drawings developed by the design team and make practical recommendations that may save time, or lower costs, improve quality of function throughout the projects.
- Visit the projects on a regular basis and observe work by the contractors as necessary to adequately perform services as County's Representative. Advise the County's Facilities Management Director and Architects of defects and deficiencies of the work. The Architect will continue to be responsible for performing construction administration services typically performed by architects for construction projects.
- Attend all site construction project meetings and identify progress, open issues and areas of concern. Review and provide recommendations to the county's Facilities Management Director on QA/QC testing, re-inspections, etc.
- Consult with the Architects and applicable Engineers regarding interpretations or intents of contract documents.
- Assist in resolving questions from the trade contractors. Require special inspection of testing when deemed appropriate and reject work that does not conform to the

requirements of the contract documents.

- Participate in the review of all change order requests and change directives. Advise the County of the impact the change orders and change directive would have on the building project, program budget, and program schedule.
- Assist Facilities Management Director with reviewing and approving monthly pay requests, certified payroll and schedule updates for each Contractor. Assist county with dispersing all payments to trade contractors and material suppliers for any direct purchase of materials and collect necessary waivers of lien.
- Initiate the preparation of the punch lists and monitor completion of punch list items by the Contractor, if applicable to the duration of the term.
- Prepare a monthly program progress report for each project. This progress report should include a narrative of project status, schedule, budget update and progress photos.
- Ensure proper documentation of close-out documents for each project, if applicable to the duration of the term. Provide a list of all equipment added to the project, warranty documentation, preventative maintenance schedules, and electronic as-built drawings (i.e. AutoCAD files) and owner manuals are received.
- Develop, assemble and maintain document files during the entire project, in an agreed upon standard format, for each project throughout the program. These files shall include all relevant documents, including but not limited to contracts, drawings, specifications, submittals, addenda, bonds, correspondence, memoranda, notes, change orders, and change directives, punch lists, shop drawings and product data, lien waivers, certificates of substantial completion, operations manuals, warranty documents, pay requests, claims, schedules and budget information.

Responsibilities for the Larger HVAC/Mechanical systems projects:

- Provide review and guidance on submittals for the replacement of mark-up air handlers and associated equipment for the Pet Adoption site. Ensure all equipment meets the specifications of the bid documents.
- Work with the Assistant Director of Facilities and Supervisor of HVAC for conformance to our building management system and the overall operation of the current facility.
- Assess and evaluate the engineering RFQ for the Administrative and Courthouse mechanical engineering bid.
- Identify the most qualified engineering firm based on their response and obtain pricing to complete the feasibility study for the mechanical system design.
- Evaluate the submitted bid cost and schedule for completeness and accuracy for the project. Provide documentation to support the Request for Bid approval process, obtain the purchase order and provide the necessary notice to proceed.
- Obtain signed contracts and required certificates of insurance and bonds, if applicable, from all contractors and sub-contractors. Review for adequacy and conformance with contract documents.

A list of the qualifications and price must be provided in the following format. Construction Management Qualifications submitted for consideration should include but not be limited to the following:

- Describe the professional capabilities and relevant government-based agency (i.e. County, Municipality, etc.) experience for at least 5 interior renovation projects. Including a contact name and number for each project. Experience related to HVAC/Mechanical system replacements a plus.
- List of key personnel and their qualifications who would be assigned to the project. The on-site key personnel must pass a fingerprint background check performed at the St Charles County Police Department.
- Provide a narrative for current workload to outline capacity to do the work.
- Provide a cost to oversee both projects during the established duration (3-5 months) that averages 20 hours a week. Include the hourly rate for key personnel and number of anticipated total average hours. Identified travel and expense reimbursables.

Position Title	Hourly Rate	Average Weekly Hours Anticipated	3 Month total	5 Month total
Construction Manager	\$		\$	\$
	\$		\$	\$
	\$			
Reimbursable Mark-up Rate		N/A	N/A	N/A

Proposals will be evaluated and reviewed by a selection committee. Further steps in the selection process may include interviews with selected firms and will be at the discretion of the selection committee. Any evaluation criteria, weighing of criteria, or ranking is used only as a tool to assist in selecting the most qualified firm for this project. General evaluation criteria are as follows:

- | | |
|---------------------------------------|-------------------|
| • Experience and Technical Competence | 35 points maximum |
| • Past Record of Performance | 20 points maximum |
| • Capability and Capacity | 15 points maximum |
| • Cost Proposal | 30 points maximum |

The County and the highest ranked firm shall execute the attached professional services contract that includes a detailed scope of work to be provided as part of the bid response and the compensation for those services. Upon award of this work, you will be expected to execute the professional services contract agreement that is attached.

No site visits will be scheduled.

Exception Sheet

If the item(s) and/or services proposed in the response to this Request for Qualifications is in any way different from that contained in this Request for Qualifications, the Firm is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the Firm's offer is in total compliance with all aspects of the proposal or Qualification.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: _____

Signature: _____

Title: _____

Company: _____

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE QUALIFICATION

Audit Clause for Contracts

Examination of Records

The Firm's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, sub-consultant 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 County Auditor, or a duly authorized representative from the County, at the County's expense. The Firm must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Firm is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Firm's operations, obtained during audits, will be kept confidential.

The Firm will require all sub-consultants under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the sub-consultants.

Firm Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____

(Indicates acceptance of all Qualification terms and conditions)

Date: _____

AFFIDAVIT OF WORK AUTHORIZATION

The Firm 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 County 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

AGREEMENT

Between

ST. CHARLES COUNTY

and

CONSULTANT

for

CONSTRUCTION MANAGEMENT SERVICES FOR INTERIM ASSISTANCE

AGREEMENT

Between

ST. CHARLES COUNTY

and

CONSULTANT

for

CONSTRUCTION MANAGEMENT SERVICES FOR INTERIM ASSISTANCE

This is an Agreement between: ST. CHARLES COUNTY, a charter county and political subdivision of the State of Missouri, its successors and assigns, hereinafter referred to as "OWNER,"

AND

CONSULTANT, its successors and assigns, hereinafter referred to as "CONSTRUCTION MANAGER."

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, OWNER and CONSTRUCTION MANAGER agree as follows:

ARTICLE 1 CONSTRUCTION MANAGER'S RESPONSIBILITIES

1.1 CONSTRUCTION MANAGER'S SERVICES

1.1.1 The Construction Manager's services consist of those services performed by the Construction Manager, Construction Manager's employees and Construction Manager's consultants as enumerated in Articles 2 and 3 of this Agreement.

1.1.2 The Construction Manager's services shall be provided in conjunction with the services of an Architect as described in the agreement of May 2020, between Owner and **ARCHITECT** (AArchitect Agreement@); and of a General Contractor to be identified and determined as part of the competitive bid process, and contracted between Owner and the general contractor ("Contractor Agreement").

1.1.3 The Construction Manager shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the interests of the Owner.

ARTICLE 2
SCOPE OF CONSTRUCTION MANAGER'S
BASIC SERVICES

2.1 DEFINITION

The Construction Manager's Basic Services consist of those described in Paragraphs 2.2 and 2.3.

2.2 PRE-CONSTRUCTION PHASE

2.2.1 The Construction Manager shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

2.2.3 Based on early schematic designs and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of Construction Cost for program requirements using area, volume or similar conceptual estimating techniques. The Construction Manager shall provide cost evaluations of alternative materials and systems.

2.2.4 The Construction Manager shall expeditiously review design documents during their development and advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of Project delivery. The Construction Manager shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies.

2.2.5 The Construction Manager shall prepare and periodically update a Project Schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the preliminary project schedule relating to the performance of the Architect's services. In the Project Schedule, the Construction Manager shall coordinate and integrate the Construction Manager's services, the Architect's services and the Owner's responsibilities with anticipated construction schedules, highlighting critical and long-lead-time items.

2.2.6 As the Architect progresses with the preparation of the Schematic, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of Construction Cost of increasing detail and refinement. The estimated cost of each Contract shall be indicated with supporting detail. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Construction Cost may exceed the latest approved Project budget and make recommendations for corrective action.

2.2.7 The Construction Manager shall consult with the Owner and Architect regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules.

2.2.8 The Construction Manager shall arrange for the provision of Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such facilities, equipment, materials and services are included in the proposed Contract Documents.

2.2.9 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

2.2.10 The Construction Manager shall advise on the division of the Project into individual Contracts for various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Construction Documents and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

2.2.11 The Construction Manager shall prepare a Project construction schedule providing for the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products requiring long lead time, and the occupancy requirements of the Owner. The Construction Manager shall provide the current Project construction schedule for each set of bidding documents.

2.2.12 The Construction Manager shall expedite and coordinate the ordering and delivery of materials requiring long lead time.

2.2.13 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

2.2.14 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

2.2.15 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs for inclusion in the Contract Documents.

2.2.16 Following the Owner's approval of the Construction Documents, the Construction Manager shall update and submit the latest estimate of Construction Cost and the Project construction schedule for the Architect's review and the Owner's approval.

2.2.17 The Construction Manager shall submit the list of prospective bidders for the Architect's

review and the Owner's approval.

2.2.18 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct prebid conferences with prospective bidders. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

2.2.19 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to Owner for the Owner's award of Contracts or rejection of bids.

2.2.20 The Construction Manager shall assist the owner in preparing Construction Contracts and advise the Owner on the acceptability of Contractors and material suppliers proposed by Contractors. The Construction Contracts shall include a clause requiring that all labor performed in constructing the Project shall be compensated at prevailing wage, in accordance with the then current Missouri Division of Labor Standards Annual Wage Order applicable to St. Charles County.

2.2.21 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Contractors, and shall coordinate obtaining said permits with the Owner through the Owner's Department of City Development. The Construction Manager shall verify that the Owner or Contractor, if applicable, has paid applicable fees and assessments. The Construction Manager and Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

2.3 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONTRACTOR AGREEMENT

2.3.1 The Construction Phase will commence with the award of the Contractor Agreement or purchase orders and, together with the Construction Manager's obligation to provide Basic Services under this Agreement, will end 30 days after final payment to Contractor is due.

2.3.2 The Construction Manager shall provide administration of the Contractor Agreement in cooperation with the Architect as set forth below.

2.3.3 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractor with those of the Construction Manager, the Owner and the Architect to endeavor to manage the Project in accordance with the latest approved estimate of Construction Cost, the Project Schedule and the Contractor Agreement. The Construction Manager's Project Manager shall make at a minimum biweekly on-site visits to the Project for the purpose of conducting evaluations of the progress of construction.

2.3.4 The Construction Manager shall schedule and conduct meetings on at least a biweekly basis to discuss such matters as procedures, progress and scheduling. The Construction Manager

shall prepare and promptly distribute minutes to the Owner, Architect and the Contractor.

2.3.5 Utilizing the Construction Schedules provided by the Contractor, the Construction Manager shall update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates that the previously approved Project construction schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

2.3.6 Consistent with the various bidding documents, and utilizing information from the Contractor, the Construction Manager shall coordinate the sequence of construction and assignment of space in areas where the Contractors are performing Work.

2.3.7 The Construction Manager shall endeavor to obtain satisfactory performance from the Contractor. The Construction Manager shall recommend courses of action to the Owner when requirements of the Contractor Agreement are not being fulfilled.

2.3.8 The Construction Manager shall monitor the approved estimate of Construction Cost. The Construction Manager shall show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with such approved estimate.

2.3.9 The Construction Manager shall develop cash flow reports and forecasts for the Project and advise the Owner and Architect as to variances between actual and budgeted or estimated costs.

2.3.10 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

2.3.11 The Construction Manager shall develop and implement procedures for the review and processing of applications by Contractor for progress and final payments.

2.3.11.1 Based on the Construction Manager's observations and evaluations of each Contractor's Application for Payment, the Construction Manager shall review and certify the amounts due the respective Contractors.

2.3.11.2 The Construction Manager shall prepare a Project Application for Payment based on the Contractor's Certificates for Payment.

2.3.11.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's determinations at the site as provided in Subparagraph 2.3.13 and on the data comprising the Contractor's Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has

progressed to the point indicated and the quality of the Work is in accordance with the Contractor Agreement. The foregoing representations are subject to an evaluation of the Work for conformance with the Contractor Agreement upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contractor Agreement correctable prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.

2.3.11.4 The issuance of a Certificate for Payment shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures, (3) reviewed copies of requisitions received from Contractor and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.3.12 The Construction Manager shall review the safety programs developed by the Contractor. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, agents or employees of the Contractor, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

2.3.13 The Construction Manager shall determine in general that the Work of the Contractor is being performed in accordance with the requirements of the Contractor Agreement, endeavoring to guard the Owner against defects and deficiencies in the Work. As appropriate, the Construction Manager shall have authority, upon written authorization from the Owner, to require additional inspection or testing of the Work in accordance with the provisions of the Contractor Agreement, whether or not such Work is fabricated, installed or completed. The Construction Manager, in consultation with the Architect, may reject Work which does not conform to the requirements of the Contractor Agreement.

2.3.14 The Construction Manager shall schedule and coordinate the sequence of construction in accordance with the Contractor Agreement and the latest approved Project construction schedule.

2.3.15 With respect to the Contractor's Work, the Construction Manager shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of the Contractor, since these are solely the Contractor's responsibility under the Contractor Agreement. The Construction Manager shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contractor Agreement. The Construction Manager shall not have control over or charge of acts or omissions of the Contractor, or its agents or employees, or any other persons performing portions of the Work not directly employed by the Construction Manager.

2.3.16 The Construction Manager shall transmit to the Architect requests for interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions that may arise.

2.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractor's proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives which incorporate the Architect's modifications to the Documents.

2.3.18 The Construction Manager shall assist the Architect in the review, evaluation and documentation of Claims.

2.3.19 The Construction Manager shall receive certificates of insurance from the Contractors and forward them to the Owner with a copy to the Architect.

2.3.20 In collaboration with the Architect, the Construction Manager shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals. The Construction Manager shall review all Shop Drawings, Product Data, Samples and other submittals from the Contractor. The Construction Manager shall coordinate submittals with information contained in related documents and transmit to the Architect those which have been approved by the Construction Manager. The Construction Manager's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner or Contractor.

2.3.21 The Construction Manager shall record the progress of the Project. The Construction Manager shall submit written progress reports to the Owner and Architect including information on the Contractor and its Work, as well as the entire Project, showing percentages of completion. The Construction Manager shall keep a daily log containing a record of weather, the Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

2.3.22 The Construction Manager shall maintain at the Project site for the Owner one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and upon completion of the Project shall deliver them to the Owner.

2.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project.

2.3.24 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's final testing and start-up of utilities, operational systems and equipment.

2.3.25 When the Construction Manager considers the Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with the Contractor,

prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

2.3.26 The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

2.3.27 The Construction Manager shall secure and transmit to the Architect warranties and similar submittals required by the Contractor Agreement for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment upon compliance with the requirements of the Contractor Agreement.

2.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contractor Agreement shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect and affected Contractors. Consent shall not be unreasonably withheld.

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

The services described in this Article 3 are not included in Basic Services and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The Optional Additional Services described under Paragraph 3.3 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.2 are required due to circumstances beyond the Construction Manager's control, the Construction Manager shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.2 are not required, the Owner shall give prompt written notice to the Construction Manager. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Construction Manager shall have no obligation to provide those services.

3.2 CONTINGENT ADDITIONAL SERVICES

3.2.1 Providing services required because of significant changes in the Project including, but not limited to, changes in size, quality, complexity or the Owner's schedule.

3.2.2 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.2.3 Providing services made necessary by the termination or default of the Architect or

Contractor, by major defects or deficiencies in the Work of Contractor, or by failure of performance of either the Owner or Contractor under the Contractor Agreement.

3.2.4 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.2.5 Providing services in connection with a public hearing or legal proceeding except where the Construction Manager is party thereto.

3.3 OPTIONAL ADDITIONAL SERVICES

3.3.1 Providing services relative to future facilities, systems and equipment.

3.3.2 Providing services to investigate existing conditions or facilities or to provide measured drawings thereof.

3.3.3 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.3.4 Providing services required for or in connection with the Owner's selection, procurement or installation of furniture, furnishings and related equipment.

3.3.5 Providing services for tenant improvements.

3.3.6 Providing any other services not otherwise included in this Agreement.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project based on consultation with the Construction Manager and Architect, which shall include the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Construction Manager, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner, or such authorized representative, shall render decisions in a timely manner pertaining to documents submitted by the Construction Manager in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

4.5 The Owner has retained an architect whose services, duties and responsibilities are

described in the Architect Agreement. The Terms and Conditions of the Agreement between the Owner and Architect shall be furnished to the Construction Manager and shall not be modified in any substantial, material respect except as to remuneration, without written consent of the Construction Manager, which consent shall not be unreasonably withheld. The Construction Manager shall not be responsible for actions taken by the Architect.

4.6 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contractor Agreement.

4.7 The Owner shall furnish the Construction Manager with a sufficient quantity of Construction Documents.

4.8 The services, information and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

4.9 Prompt written notice shall be given by the Owner to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contractor Agreement.

4.10 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractor.

4.11 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly of the Construction Manager's services and the progress of the Work.

ARTICLE 5 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Work to be executed by the Contractor is described. The Construction Manager may retain one record set. The Construction Manager shall not own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Construction Manager's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Project. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Construction Manager, are for use solely with respect to this Project. They are not to be used by the Construction Manager

on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Architect. The Construction Manager is granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the performance of the Construction Manager's services under this Agreement.

All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

ARTICLE 6 COMPENSATION

6.1 The Owner shall compensate the Construction Manager as follows:

Construction Manager shall be paid at the rate of \$XXX.00 per hour, (LIST ADDITIONAL POSITIONS AND HOURLY RATES AS APPLICABLE) to a maximum amount not to exceed \$XXX.00.

ARTICLE 7 TERMINATION

7.1 This Agreement may be terminated by either party for cause, or by Owner for convenience, upon fourteen (14) days written notice from the terminating party to the other party. In the event of such termination, Construction Manager shall be paid its compensation for services performed to termination date. In the event that Construction Manager abandons this Agreement, Construction Manager shall indemnify Owner against any loss pertaining to this termination.

ARTICLE 8 EXAMINATION OF RECORDS

8.1 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 County Auditor, or a duly authorized representative from Owner, at Owner's expense. Construction Manager shall preserve all such records for a period of three (3) years, unless permission to destroy them is granted by Owner, or for such longer period as may be required by law, after the final payment. Since 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.

ARTICLE 9 ASSIGNMENT

9.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by Construction Manager, under any circumstances, without the prior written consent of Owner.

ARTICLE 10 INDEMNIFICATION AND INSURANCE

10.1 INDEMNIFICATION OF OWNER

10.1.1 To the fullest extent permitted by law, Construction Manager agrees to indemnify and hold harmless Owner and its directors, officers, agents, and/or employees from all claims, losses, suits, damages, liabilities and expenses of whatever kind or nature, including reasonable attorney's fees, to the extent cause by any negligence or reckless act or omission of Construction Manager or any person employed by Construction Manager, or anyone else for whose acts Construction Manager is legally liable.

10.1.2 The provisions of subsection 10.1.1 above shall survive the expiration or earlier termination of this Agreement.

10.2 INSURANCE

Construction Manager shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Errors and Omissions (Professional Liability) Insurance, Commercial General Liability (CGL) Insurance, Automobile Liability Insurance, Workers' Compensation/Employer's Liability Insurance, and Excess Umbrella Insurance in the limits set forth below.

10.2.1 Errors and Omissions (Professional Liability) Insurance with the limits of liability provided by such policy to be no less than \$1,000,000 per Claim / \$2,000,000 aggregate covering all services provided pursuant to this Agreement. Coverage shall be written on a claims made basis.

Construction Manager shall notify Owner in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

10.2.2 Automobile, General Liability and Property Damage Insurance with limits no less than \$1,000,000 for bodily injury or death to any one person and property damage, and \$3,000,000 per occurrence for automobile and general liability. Coverage shall cover all liability arising from premises, products, completed operations, independent contractor and personal injury and property liability assumed under an insured contract. A Combined Single Limit in the amount of \$3,000,000 is an acceptable alternative. Automobile coverage must include non-owned vehicles.

10.2.3 Workers' Compensation/Employer's Liability Insurance to apply for all employees in compliance with the Workers' Compensation Law of the State of Missouri (or a qualified self-

insurer) and all applicable federal laws and Employer's Liability in an amount of no less than \$1,000,000.

10.2.4 Such policy or policies shall be written through a company duly authorized to do business in the State of Missouri and having agents upon whom service of process may be made in the State of Missouri, and with an A.M. Best Rating of A-XI or higher. The Professional Liability, Commercial General Liability, Automobile and Umbrella policies shall be endorsed to name Owner as an additional insured and provide for thirty (30) days advance written notice of any material change to or cancellation of the policies. A waiver of subrogation endorsement shall be endorsed on each of the policies. The policy shall specifically state that the insurance required by this section, as it pertains to the Owner, shall be primary insurance and any other insurance or self-insurance programs maintained by Owner is strictly excess and secondary. Construction Manager shall, prior to the commencement of any work, provide Owner with valid Certificates of Insurance evidencing the insurance required by this section together with a copy of the required endorsements. Owner reserves the right to require a certified copy of such policies upon request.

ARTICLE 11 MISCELLANEOUS

11.1 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.2 NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. All notices shall be effective upon the date of receipt. For the present, the parties designate the following as the respective places for giving of notice:

FOR ST. CHARLES COUNTY:

Christine Ramsdell
Director of Facilities Management
300 North Second Street, Suite 101
St. Charles, MO 63301

with a copy to:

County Counselor
100 North Third Street, Suite 216
St. Charles, MO 63301

FOR CONSULTANT:

CONSULTANT CONTACT
CONSULTANT COMPANY NAME
ADDRESS
CITY, ST ZIP

11.3 COMPLIANCE WITH SECTION 285.530, RSMO

As required by Section 285.530 of the Revised Statutes of Missouri, as a condition for the award of any contract or grant in excess of \$5,000 by Owner, Construction Manager shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Construction Manager's affidavit shall include an affirmation that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Attachments A and B shall be sufficient to meet the requirements of this section.

Upon enrollment and participation in a federal work authorization program, Construction Manager shall retain for three (3) years a copy of dated verification report received from the federal government.

11.4 INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

11.5 CHOICE OF LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Construction Manager and Owner agree that venue for any legal action arising out of this Agreement shall lie in the Circuit Court of St. Charles County, Missouri.

11.6 SEVERABILITY

Any provision or part of this Agreement held by a court of competent jurisdiction to be void or unenforceable shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Construction Manager and Owner, who hereby agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision or part.

11.7 CONSTRUCTION MANAGER'S STAFF

Construction Manager will provide **CONTACT TO BE NAMED HERE** for this Project as long as he is in Construction Manager's employment.

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

Executed by County this _____ day of _____, 2020.

Executed by Consultant this _____ day of _____, 2020.

CONSULTANT

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Print Name _____

Steve Ehlmann,
County Executive

Title _____

CERTIFICATE OF ST. CHARLES COUNTY DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

Director of Finance

Date

EXHIBIT "A"

I certify that _____ (Entity Name) meets the definition of a business entity as defined in Section 285.525, RSMo, pertaining to Section 285.530, RSMo.

Authorized Business Entity
Representative's Name
(Please print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

As a business entity, it must perform/provide the following. Business entity should check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's / individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing Consultant's name and the MOU signature page completed and signed, at minimum, by Consultant and the Department of Homeland Security - Verification Division; (if the signature page of the MOU lists Consultant's name, then no additional pages of the MOU must be submitted); AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization attached hereto.

Exhibit "B"

AFFIDAVIT OF WORK AUTHORIZATION

Comes now _____ (Business Entity) by _____ (Position/Title) and first being duly sworn on my oath, does affirm _____ 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 the attached contract, if awarded in accordance with subsection 2 of Section 285.530, RSMo. I also affirm that it does not knowingly employ a person who is an unauthorized alien in connection with the contracted services.

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

Subscribed and sworn to before me this _____ day of _____, 201____. I am commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

Signature of Notary

Date

Notary seal: