

## LEGAL NOTICE

REQUEST FOR QUALIFICATIONS 26-001

For

**SOLICITATION FOR PROFESSIONAL SERVICES – NEW LAW  
ENFORCEMENT TRAINING CENTER**

**GATEWAY REGIONAL LAW ENFORCEMENT TRAINING CENTER  
COMMISSION**

The Commission is seeking Statements of Qualifications from qualified Consultants to provide design, architectural and engineering services for the **Construction of a new police 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.

The Gateway Regional Law Enforcement Training Commission (Commission) is hereby issuing this Request for Qualifications (RFQ) to select a architecture and engineering Consultant (Consultant) to represent the Commission's best interest in the design and construction of a regional law enforcement training center that is accessible to agencies across jurisdictional boundaries, providing high-quality, consistent, and collaborative training opportunities that reflect the complex challenges facing modern policing. Such professional services will include programming consultation, coordination with the GRLETC law enforcement training designees to finalize the conceptual plan, complete development of the construction documents, including final design, oversight of requests for information and scope clarifications during the construction, including reporting to the Commission's Working Committee, and coordination with the chosen Construction Manager At Risk (CMAR) to oversee all necessary design and engineering services, and provide periodic on-site inspections. The Commission is seeking and inviting Qualifications from Consultants that are qualified, able, and willing to provide the services described herein to the Commission.

## 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 on the electronic version. Therefore, Consultants are cautioned that the hard copy of this RFQ on file at c/o St. Louis County & Municipal Police Academy, 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 two [2] signed identical copies of the Qualifications, along with an identical electronic copy provided on a USB storage device must be received in a sealed envelope plainly marked "RFQ" with the due date and time of the Qualifications in the lower left corner of the envelope. An authorized representative of the company/person submitting the Qualifications must sign the Qualifications, in blue ink. 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 Qualifications.

**Qualifications must be submitted to the Commission c/o St. Louis County & Municipal Police Academy, 1266 Sutter Ave, St. Louis, MO 63133 prior to 3:00 pm on March 24, 2026.**

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

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

The Consultant is required to clearly identify any deviations from the specifications in their Qualifications.

Sealed Qualifications received after the designated time of the receipt of the sealed

Qualifications will be considered as “Void” and will not be opened.

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

The Commission will only accept Qualifications 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 negotiate or select an individual or business having any outstanding amounts due from a prior contract or business relationship with the Commission or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.

The successful Consultant is specifically denied the right to use in any form or medium the names of the Commission or any other public agency associated with the Commission for public advertising unless express written permission is granted.

Award will be made to the responsive Consultant with the highest score upon evaluation of all criteria as set forth in this RFQ.

### **Qualifications Inquiries**

All questions or clarifications concerning this RFQ must be submitted in writing via E- mail to:

[purchasingagent@grletc.com](mailto:purchasingagent@grletc.com)

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

All questions must be received no later than 3:00 PM on March 17, 2026. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be provided by end of day March 20, 2026, and placed on the Commission’s website: [www.GRLETC.com](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 the section titled “Qualifications Inquiries”, concerning this request is prohibited PRIOR TO QUALIFICATIONS OPENING. Prohibited Representative contacts shall include, but not be limited to, all elected and appointed officials, and members of the Commission and their Agents within the Commission. Any Consultant engaging in such prohibited communications prior to Qualifications Opening may be disqualified at the sole discretion of the Commission.***

**ARTICLE 2 - CERTIFICATIONS BY CONSULTANT**

- 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 is acting on behalf of the Consultant, and that his/her signature placed hereon is binding on the Consultant to the full extent allowed by law.
- The Consultant shall provide Qualifications to the Commission in response to, and in accordance with, the terms of this RFQ.
- The Consultant agrees to provide the services under the terms of this RFQ, and the Qualifications as accepted by the Commission.
- By submitting the Qualifications in response to this RFQ, the Consultant and each person signing on behalf of the Consultant, under penalty of perjury, certifies to the best of its knowledge and belief:
  - ✓ The Consultant 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 Qualifications for the purpose of restricting competition.
  - ✓ The Consultant certifies that Qualifications are 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: \_\_\_\_\_

Authorized Signature of Consultant: \_\_\_\_\_

Date of Qualifications: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Electronic Mail Address: \_\_\_\_\_

**Certification**

The Consultant understands and agrees that by signing the statement of Qualification document, the Consultant certifies the following:

The Consultant shall only utilize licensed professional personnel who have had their qualifications submitted as part of the Consultant’s Qualifications document (or subsequent updates). All personnel utilized must be authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

If the Consultant is found to be in violation of this requirement or applicable federal, state and /or local laws and/or regulations, and if the Commission has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States, the Commission shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Consultant from doing business with the Commission.

The Consultant agrees to fully cooperate with any audit from federal, state, or local auditor or investigation by federal, state, or local law enforcement agencies.

**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 Commission to a business entity (Consultant), 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 affirm defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

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

- Send the notarized affidavit and E-Verify MOU signature page to: Gateway Regional Law Enforcement Commission, Attn: 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 Consultant, 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>

**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.

**Open Records**

Any and all information contained in or submitted with the Qualifications becomes a public record subject to the Missouri Sunshine Law when a contract is executed, or all Qualifications are rejected. If Proposer believes that any information contained in or submitted with the Qualifications is protected by the Missouri Sunshine Law, Proposer must clearly identify what information Proposer believes is so protected and must also clearly identify the legal basis therefor.

## PROJECT BACKGROUND AND CONSULTANT SCOPE OF SERVICES

### Project Background

The Gateway Regional Law Enforcement Training Center Commission (Commission) is seeking Consultants to submit Request for Qualifications (RFQ) for architectural and engineering services, preparation of construction documents, and construction administration services for the construction of a new law enforcement training center.

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

The proposed center will break new ground by making aspects of the training observable to the public without that observation having any 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 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
- Five judgment simulation rooms utilizing Virta 300 or similar systems
- Live fire training combat house with adjustable walls
- Live fire indoor shooting range
- Closed circuit driving track to simulate highways, intersections and open areas for low-speed maneuvering
- 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 courts, weight rooms
- Second level public observation halls

The Commission has engaged Avison Young as the Owner's Representative. Avison Young is working with the Commission to develop programming documentation that will be provided to the selected Consultant.

## Consultant Services

The selected architecture and engineering team should anticipate the scope of this project will include but not be limited to the following:

### Pre-Design Services

- Inspect existing conditions and prepare base drawings for all disciplines: Civil, Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection, etc.
  - Review existing documentation including drawings, surveys, inspections
  - Perform on-site investigations of all areas to be improved
  - Site Survey of existing exterior open areas
  - Geotechnical Report of existing exterior open areas

### Architecture & Engineering Services

- Prepare construction drawings and specifications for all spaces to be constructed based on programming and conceptual plans currently under development.
  - Provide civil, architectural, mechanical, electrical, structural, fire protection, technology and all other engineering services to support the project
  - Incorporate any specifications provided by Commission into Construction Documents
  - Complete all necessary construction drawings and specifications
  - All areas to be compliant with current federal and state guidelines, as well as conform to industry best practices
- Submit for all required permits to the Authority Having Jurisdiction (AHJ)

### Special Spaces Design and Specifications

- Provide services for design and specification of special spaces and equipment for high security and public environments
- This project will have seismic design requirements.
- Specialized mechanical systems to accommodate unique aspects of the building
- Information technology infrastructure to support robust virtual training facilities and auditorium spaces
- Large site development to accommodate closed circuit driving track and parking requirements

### Procurement Services

- Assist with selection of specialty equipment suppliers including but not limited to police training simulators, shooting range, athletic equipment, security systems, and AV equipment

### Owner Furnished Furniture, Fixtures and Equipment Coordination

- Collaborate with Owner consultants

### Contract Administration During the Construction Phase

- Attend kick-off meeting with general contractor

- Respond to Request for Information (RFI), Submittals
- Respond to substitution requests
- Review Change Order Requests
- Periodically attend construction meetings
- Periodically inspect work in place

Construction Closeout

- Building systems commissioning
- Provide CAD As-Built drawings based on red-lines of completed work
- Project Location to Be Determined

Pre-Design Schedule

- RFQ Published 03/03/26
- Questions due date: 03/17/26
- Question Response Date: 03/20/26
- RFQ Response Due Date: 03/24/26
- Interviews if Necessary\* 03/30/26 – 04/03/26
- Negotiations with 1<sup>st</sup> Responsive Respondent: 04/06/26 – 04/10/26
- Commission Approve and Execute Contract: 04/14/26

Preliminary Design Schedule

- Programming and Conceptual Design: 2 months
- Schematic Design: 2 months
- Design Development: 3 months
- Construction Drawings and Permitting: 2 months

Desired Construction Duration 12 months

## CONSULTANT SELECTION CRITERIA AND EVALUATION

Consultants should submit their Professional Qualifications for review and consideration. Items of special interest in the review of qualifications include demonstrated understanding of this project and the performance of similar projects in the last 5 years involving the key personnel proposed for this project. The Consultant's qualifications submitted for consideration should include but not be limited to the following:

- **Consultant's Experience and Technical Competence.**
  - Direct experience with public safety training center design and construction is preferred.
  - Professional capabilities and relevant architecture and engineering experience of the design team
  - Design team organization, reporting structure and approximate percentage of time allocated for the project for each team member
    - Sub-Consultants for specialized scope items
      - Civil, virtual systems, shooting facilities, etc.
  - Qualifications of Personnel assigned to the project
- **Past Record of Performance**
  - Provide a minimum of three (3) examples of similar projects completed within the past five years
    - Project name and location
    - Budgeted estimates and actual costs
    - Narrative of project
    - If completed on time
    - Was a CMAR or other model used
    - Participating design team members and their scope
    - Reference contact information including phone number and email address
- **Capability and Capacity**
  - Describe current workload/capability to perform work. Given the complex nature of the project, the submitting Consultant must demonstrate they have sufficient resources available for the project to complete architecture and engineering to accommodate a fast-track design, permitting and construction schedule.
    - Include anticipated allocation of time per team member as a percentage of their overall time
    - Provide list of projects each team member is working on while engaged on this project
- **Project Understanding and Approach**
  - Provide a brief narrative detailing Consultant's methodology for scope of project and meeting critical project deadlines based on Owner's preliminary schedule.
  - Identify all special consultants included on Consultant's project team

- **Design Schedule** to include estimated hours for:
  - Space Planning Study
  - Pre-Design
  - Schematic Design
  - Design Development
  - Construction Documents
  - Bidding / Award
  - Construction Admin
  - Commissioning **and Closeout**
  -

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

- |  |                          |
|--|--------------------------|
| • Consultant Experience and Technical Competence | 25 points maximum        |
| • Past Record of Performance                     | 10 points maximum        |
| • Capability and Capacity                        | 15 points maximum        |
| • Project Understanding and Approach             | 25 points maximum        |
| • Design Schedule                                | 10 points maximum        |
| • Interview                                      | <u>15 points maximum</u> |
| Total Possible Points:                           | 100 points maximum       |

Award is dependent upon successful negotiation of price. If the parties fail to agree on price, the Commission reserves the right to negotiate with the next most qualified Consultant. Upon award of this work, you will be expected to execute the professional services contract agreement that is attached.

**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 Consultant is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the Consultant's offer is in total compliance with all aspects of the Qualifications 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 Consultant'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 Commission Auditor, or a duly authorized representative from the Commission, at the Commission's expense. The Consultant 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 Consultant is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Consultant's operations, obtained during audits, will be kept confidential.

The Consultant 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.

**Consultant Information**

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Business Hours: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

(Indicates acceptance of all Qualification terms and conditions)

Date: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE QUALIFICATION**

**AFFIDAVIT OF WORK AUTHORIZATION**

The Consultant 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 Commission of \_\_\_\_\_, State of  
(NAME OF COMMISSION)

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

\_\_\_\_\_  
**Signature of Notary**

\_\_\_\_\_  
**Date**

### **Anti-Discrimination Against Israel Act Certification**

1. Pursuant to Section 34.600 of the Revised Statutes of Missouri, a public entity in the state of Missouri shall not enter into a contract to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
2. **This requirement shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.**
3. Architect affirms they have reviewed the requirements and definitions contained in RSMo. § 34.600.

Architect hereby certifies they have complied with the terms of RSMo § 34.600, as applicable to this agreement.

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Architect

## Draft Service Contract

### ARCHITECTURAL & ENGINEERING SERVICES AGREEMENT

The Gateway Regional Law Enforcement Training Center Commission (Commission) and [FIRM] and its successors and assigns (Architect) do hereby enter into this Architectural & Engineering Services Agreement effective the last date signed below and, in consideration of the mutual terms and conditions, do agree to the following terms and conditions:

#### I. **Definitions:**

- a. ARCHITECT: The term refers to the party Architect and their employees including but not limited to any engineers on staff or contracted to do complete the Project by the Architect and further includes any and all subcontractors and similar entities engaged by the Architect with relation to the Project.
- b. CONSTRUCTION MANAGER AT RISK: The third-party construction manager at risk under contract with the Commission during the Project.
- c. COMMISSION: The Commission and its employees and agents. The term may also be interchangeably used, if applicable and reasonable at Commission's direction, with the Commission's Owner's Representative, if any, engaged by Commission to complete work related to the Project.
- d. OWNER: The Commission.
- e. OWNER'S REPRESENTATIVE: The individual or entity which Commission engages to act on the Commission's behalf in connection with the Project and whose authority is expressly set forth in a written agreement between Commission and the individual or entity.
- f. PROJECT: The term "Project," as used throughout this Agreement, refers to all Services, work, and deliverables necessary to complete the phases and efforts expressly defined in the Scope of Services.

II. **Scope of Services:** The Scope of Services and detail of work for the Agreement is contained in Exhibit A, which this reference incorporates as if fully laid out herein except that in the event of any conflict between the Exhibit and this document, this document shall control. Architect shall also advise Owner of any need or advisability of the Owner's securing any tests, studies or reports in connection with the development of the design and construction documents for the project.

III. **Project Schedule:** During the Agreement term, Commission and/or its Owner's Representative shall publish a Project Schedule. Architect shall cooperate in the preparation and drafting of the schedule. Once Commission issues its written Project Schedule, Architect shall abide by the issued Project Schedule, which shall set due dates for Architect's deliverables under this Agreement. The Project Schedule issued by the Commission may be revised by the Commission from time to time. The Architect shall promptly notify the Commission in writing if the Architect believes that a scheduled milestone cannot be met due to circumstances beyond the Architect's reasonable control. Any adjustment to the Project Schedule shall be effective only upon written approval by the Commission. Nothing in this section shall be construed to entitle the Architect to additional compensation unless expressly authorized by written amendment.

IV. **Term:** This Agreement shall commence on the date of execution by the last signing party and shall remain in effect until completion of the Services described herein, unless earlier terminated in accordance with the terms of this Agreement. Completion of the Services shall mean final completion of all Services authorized by the Commission and acceptance of all required deliverables, subject to any surviving obligations expressly stated in this Agreement.

V. **Phase Authorization of Services:** The Services under this Agreement are divided into phases as described in Exhibit A. Authorization to proceed with any phase or subsequent phase shall be subject to the Commission's sole discretion and shall require express written authorization from the Commission. No authorization to proceed with any subsequent phase shall be implied by the completion of a prior phase, payment for services, or the passage of time.

VI. **Suspension of Services:** The Commission may, at any time and for any reason, suspend all or a portion of the Services by providing written notice to the Architect. Upon receipt of such notice, the Architect shall immediately suspend the affected Services in an orderly manner and take reasonable steps to minimize costs. The Architect shall be entitled to compensation for Services properly performed prior to the effective date of suspension, subject to appropriations. No additional compensation, including for delay, remobilization, or anticipated profit, shall be due unless expressly authorized in writing by the Commission.

VII. **Construction Means and Methods:** The Architect shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. The Architect shall not be responsible for the acts or omissions of the Contractor, subcontractors, or any other persons performing construction work, except to the extent expressly required as part of the Architect’s services under this Agreement.

VIII. **Confidential and Sensitive Information:** The Architect 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 Architect 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.

IX. **Occupied Facility Coordination:** In performing Services in occupied facilities, the Architect shall coordinate site visits, field verification, and design activities with the Commission to coordinate with affected occupants. The Architect shall not be responsible for operational decisions, security staffing, temporary relocations, or continuity of operations during occupancy or during all aspects of the project, except to the extent expressly required by the Scope of Services. The Architect’s coordination obligations shall not be construed as assuming responsibility for site conditions, safety, or access control.

X. **Errors, Omissions, and Reperformance:** The Architect shall, at no additional cost to the Owner, promptly correct, revise, and reperform any Services, drawings, specifications, or other Instruments of Service that contain errors, omissions, inconsistencies, or lack of coordination that are identified at any time and that are attributable to the Architect or its consultants. Such corrective services shall include all revisions reasonably necessary to permit the Project to be constructed in accordance with the design intent, applicable laws and codes, and the Contract Documents. The Architect’s obligation under this Section shall apply regardless of whether such errors or omissions are discovered during design, bidding, or construction, and shall be in addition to, and not in limitation of, any other rights or remedies available to the Owner under this Agreement or at law.

XI. **Changes and Additional Services:** The Architect shall not perform, and the Owner shall have no obligation to pay for, any services beyond the Scope of Services unless such services are expressly authorized in advance in a written amendment executed by the Owner. No services shall be deemed “additional services” to the extent such services are required due to errors, omissions, inconsistencies, lack of coordination, or failure of the Architect or its consultants to perform the Services in accordance with the Standard of Care. Any authorized additional services shall be compensated only at the hourly rates set forth in this Agreement and shall be subject to a not-to-exceed amount approved in writing by the Owner. Absent such written authorization, the Architect proceeds at its own risk and expense.

XII. **Contract Documents:** The Agreement shall consist of this document, the Commission’s bid documents for RFQ# 26-001 and attachments, Exhibit A, and the attachments “Employment of Unauthorized Aliens Prohibited (Missouri

Revised Statutes Section 285.530)” and “Anti-Discrimination Against Israel Act Certification”, which, if applicable to the Agreement, Architect must sign and return to Commission at time of execution.

- XIII. **Amount and Method of Compensation:** Pricing and invoicing shall be consistent with the Pricing Summary included in Exhibit A. Total costs billed under this Agreement shall not exceed [TOTAL] (\$[TOTAL]).
- XIV. **Reimbursables:** Reimbursables shall be those items and rates agreed upon in writing except that under no circumstance shall Commission reimburse Architect or any subcontractors or subconsultants for mileage or similar local travel expenses.
- XV. **Billing and Invoicing:** Architect shall submit invoices to Commission monthly. Commission may dictate the form and required content of invoices including but not limited to requiring specific G702 and G703 AIA forms or other standard forms or templates dependent on the Project at Commission’s direction. Failure to comply with Commission’s invoicing requirements may lead to a delay in payment. Commission shall promptly pay all properly submitted and completed invoices, subject to appropriations.
- XVI. **Standard of Care:** The Architect and any subcontractors or subconsultants, including but not limited to the engineer of record, shall perform its services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by architects practicing under similar circumstances at the same time and in the same or similar locality. The services shall be performed in accordance with applicable federal, state, and local laws, codes, and regulations in effect at the time the services are performed.
- XVII. **Ownership of Documents:** All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by Architect in connection with this Agreement shall become the property of Commission, whether the Project for which they are made is completed or not and shall be delivered by Architect to Commission within ten (10) days after receipt of written notice. Any reuse of documents by Commission without written verification or adaptation by Architect for the specific purpose intended will be without liability to Architect. Architect shall provide the as-built Auto-CAD digital file(s) at no cost to Commission and in a format of the Commission’s choosing upon the Commission’s request.
- XVIII. **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 Owner’s Representative, 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.
- XIX. **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.

XX. **Indemnification.** To the fullest extent allowable by law, Architect shall indemnify, defend (with counsel chosen by Architect 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, including but not limited to attorney's fees and costs, arising out of or in connection with Architect's performance of its duties and obligations under this agreement, including any costs related to enforcement of this paragraph. The indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages or liability. Architect's obligation to indemnify pursuant to this section shall survive the termination or expiration of this agreement.

XXI. **Open Records.** The Parties agree and recognize that the Commission is a political subdivision of the State of Missouri and is therefore subject to open records laws including but not limited to Chapter 610, RSMo ("The Sunshine Law"), other various state and federal laws, and/or court or administrative orders. The Parties recognize that these laws or orders may require disclosure of public records, including records or documents related to the agreement. The Commission has no obligation under the agreement to provide notice or secure approval from Architect prior to any mandated disclosure. Any such disclosure made by the Commission shall not be a breach or violation of the terms of the agreement.

If Architect believes any information related to this agreement is protected from disclosure, Architect must immediately and clearly identify what information is so protected and must clearly articulate the legal basis thereof. The Commission shall make any final determinations with regards to disclosure.

XXII. **Good Faith Resolution of Disputes:** Prior to initiating litigation, the parties shall make a good faith effort to resolve any dispute arising under this Agreement through informal discussions between authorized representatives of the parties. Nothing in this section shall delay or impair the Commission's right to seek immediate judicial relief where necessary to protect its interests or where delay would prejudice the Commission.

XXIII. **Event of Litigation:** Notwithstanding anything to the contrary in the Agreement, the Architect shall, from and after receipt of notice thereof from the Commission, take reasonable steps to comply with any litigation hold applicable to records and documents that relate to the Agreement.

XXIV. **Insurance:** Architect 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 Architect 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. **Errors and Omissions (Professional Liability):** With limits of not less than \$2.0 million per claim/\$4.0 million aggregate covering all services provided by the Contract. Coverage to be written on a claims-made basis. The Architect shall maintain professional liability (errors and omissions) insurance covering the Services performed under this Agreement for a period of not less than three (3) years following final completion of the Services or termination of the Agreement, whichever occurs later, either through continued coverage or an extended reporting period endorsement.
- d. **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”. Architect 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 services. It shall be the Architect’s responsibility to keep the respective insurance policies and coverages current and in force for the life of the contract.
- e. **Subcontractor’s Coverage:** It shall be the Architect’s responsibility to ensure that all subcontractor’s maintain the same coverages and limits as outlined herein.

XXV. **Hazardous Materials:** The Architect shall not be responsible for the identification, discovery, removal, handling, or disposal of hazardous materials, including but not limited to asbestos, lead, mold, or other regulated substances, unless such services are expressly included in the Scope of Services or by written amendment. If the Architect becomes aware of or suspects the presence of hazardous materials, the Architect shall promptly notify the Commission and shall suspend affected Services until authorized by the Commission to proceed.

XXVI. **Venue and Choice of Laws.** Any legal action, suit or proceeding in any way arising out of or relating to the agreement shall be brought solely and exclusively in the Circuit Court of St. Louis County, Missouri or the federal district court located in St. Louis, Missouri, and Architect and any subcontractor irrevocably accepts and submits to the sole and exclusive jurisdiction of such courts, generally and unconditionally.

Architect and any subcontractor shall not bring any legal action, suit or proceeding in any other jurisdiction against the Commission. Architect and any subcontractor irrevocably waives and agrees not to assert by way of motion, as a defense or otherwise, any objection that it may now or hereafter have to the venue of any of the aforesaid actions, suits

or proceedings in the courts described herein, and further waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this agreement or the subject matter hereof or thereof may not be enforced in and by such court.

The laws of the State of Missouri, without giving effect to conflict of laws principles, shall govern this agreement and any dispute arising from it.

XXVII. **Entire Agreement:** This document, and the documents incorporated explicitly herein, represent the entire agreement between the parties and any verbal understandings, extraneous writings, or other communications (written or otherwise) are expressly not binding on the parties.

XXVIII. **Amendments:** The parties may only modify this agreement by written amendment, properly executed and consistent with the Commission's ordinances and purchasing plan.

XXIX. **Severability:** If a court of competent jurisdiction should find any provision of this Agreement to be invalid or unenforceable, the same shall be reduced in scope and coverage to the extent necessary to render the same valid, and, if that is not possible, the remainder of this Agreement shall not be affected and shall continue in full force and effect.

XXX. **Notices:** All notices and other communications required to the Commission pursuant to this Agreement shall be in writing and shall be deemed to be duly given if (a) delivered in person or by commercial delivery service, or (b) if mailed by certified mail, with postage prepaid and return receipt requested, to the Commission Executive's office and the Commission Counselor. Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the parties.

XXXI. **Not a Joint Venture:** Nothing contained in this Agreement shall be deemed to constitute the parties to this Agreement as partners in a partnership or joint venture for any purpose whatsoever.

XXXII. **No Third-Party Beneficiaries:** This Agreement is entered into solely for the benefit of the Owner and the Architect. Nothing in this Agreement is intended to, or shall be deemed to, create any rights, remedies, or causes of action in favor of any third party, including without limitation any contractor, subcontractor, supplier, consultant, or other person or entity not a party to this Agreement. The Architect's obligations and duties under this Agreement run exclusively to the Owner, and no third party shall be entitled to rely upon the Architect's services, work product, or performance hereunder.

XXXIII. **Not Assignable:** This Agreement is not assignable by either party hereto without the written consent of all other parties.

XXXIV. **Section Headings:** All section headings contained in this Agreement are for the convenience of reference only and the Parties do not intend for headers to define or limit the scope of any provision of this Agreement.

XXXV. **Force Majeure.** No Party shall be liable for any delay in or failure of performance of any obligation hereunder, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by an act of God, acts of terror or manmade disasters, riots, unusually severe weather, fire, flood, epidemic, quarantine, strike, labor dispute or freight embargo, or similar event outside the reasonable control of the non-performing Party, but only to the extent such event was not the result of, or was not aggravated by, the acts or omissions of the non-performing Party. Architect shall make best effort to avoid foreseen weather delays; delay due to unforeseen and severe weather conditions shall not be penalized.

XXXVI. **General Compliance.** The Architect is responsible for its compliance with all relevant federal, state, and local laws including but not limited to those required for eligibility for public contracts regardless of whether this agreement explicitly outlines or incorporates such conditions.

XXXVII. **Independent Contractor Status.** The Architect is and will remain an independent contractor in its relationship to the Commission and shall perform their tasks and duties consistently with such status, and neither party nor its agents, students, servants, employees, officers, directors, or trustees will make a claim or demand for any right or privilege applicable to an agent, student, servant, employee, officer, director or trustee of the other, including but not limited to Workers' Compensation coverage, disability benefits, accident or health insurance, unemployment insurance, social security or retirement membership or benefits. Nothing contained in this Agreement shall constitute or be construed to be or to create a partnership or joint venture between the parties. If required by law, all payments made to the Architect hereunder will be reported on a calendar year basis using IRS Form 1099. The Commission will not: (1) withhold FICA (Social Security and Medicare taxes) from the Architect payments or make FICA payments on the Architect or the Architect's agent's behalf, (2) make state or federal unemployment compensation contributions or payments on the Architect or the Architect's agent's behalf, or (3) withhold state or federal income tax from the Architect's payments.

XXXVIII. **Termination:** Either party may terminate this Agreement for material breach by the other party, provided that the terminating party gives written notice specifying the nature of the breach and affords the breaching party thirty (30) days to cure such breach, if capable of cure. If the breach is not cured within the cure period, termination shall be effective upon written notice. Nothing herein shall limit the Commission's right to terminate for convenience as otherwise provided in this Agreement. Commission may terminate for convenience upon thirty (30) days written notice to Architect. In the event of such termination, Commission shall pay Architect its compensation for services performed to termination date, including all Reimbursables then due or incurred to termination date subject to appropriations. Under no circumstances shall Commission make payment of profit for services not performed. In the event of any termination under this Agreement, Architect consents to Owner's selection of another Architect of Owner's choice to assist the Owner in any way in completing the project. Architect further agrees to cooperate and provide any information requested by Owner in connection with the completion of the project and consents to and authorizes the making of any changes to the design of the project by Owner and such other Architect as Owner may desire.

XXXIX. **Examination of Records:** Architect'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 from Commission, at Commission's expense. Architect shall preserve all such records for a period of three years, unless permission to destroy them is granted by Commission, or for such longer period as may be

required by law, after the final payment. Architect shall require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with subcontractors.

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