Description (service, justification and use):

Thus far, the county has taken measures to reduce the inmate population, eliminate in person visitations, and work with law enforcement to limit new commitments. These efforts have effectively kept COVID-19 out of the jail. However, with the “re-opening” of the nation, state and county, it is critical that the county make building modifications needed to resume normal day to day operations. The county has identified that booking poses the biggest risk for the introduction of COVID-19 into the jail and the spread of infection to our correction officers and inmates. The second priority is the replacement of the doors to contain wickets/pass through slots. It is critical that we address these urgent needs immediately. The additional items listed are secondary priorities that will be evaluated to determine the cost benefit and constructibility within the project deadline. Areas of focus are listed:

- **Relocate booking operations.** Current booking area is undersized and does not provide adequate space to support social distancing. It also does not have any negative air pressure holding cells.

- **Replace solid doors with doors containing wickets/pass-through slots.** Current doors must be completely opened in order to pass through food, medications or other indirect interactions between staff and inmates.

- **Additional storage** - There is inadequate space for storage, especially in the kitchen areas. Currently the corrections facility requires more deliveries of foodstuffs, increasing the likelihood of outside introduction of infectious diseases.

- **Infirmary** - The current facility does not have an infirmary or a location to isolate sick inmates.

The Landmark Contract Management assisted the County in conducting the Comprehensive Feasibility Study for the Department of Corrections in 2019. Due to the urgent timeliness of the effort, and they're familiar with the facility and the critical systems needed to complete this project, we obtained a proposal for services from Landmark.

Award to: Landmark Contract Management Location: 1749 Larkin Williams Rd, St Louis MO

Was the vendor pre-qualified? Yes ☑ No □

Total negotiated price: $305,000.00 Contract term: 12 months with renewals.

Price break-down (if applicable):

Proposal opening held on: 5/5/20 Opened by: Christine Ramsdell

Account number to be charged for purchase:

If paying for with grant funds, please indicate (1) grant name, (2) total grant amount, (3) what portion of purchase is being paid for by a grant, and (4) when grant period ends as applicable:
PROFESSIONAL SERVICES – REQUEST FOR APPROVAL

RFP/RFQ #: Sole Source

Additional RFQs/RFPs Received

The following additional responses were received:

Vendor: ____________________________ Location: ____________________________

Vendor: ____________________________ Location: ____________________________

Vendor: ____________________________ Location: ____________________________

Vendor: ____________________________ Location: ____________________________

Vendor: ____________________________ Location: ____________________________

Vendor: ____________________________ Location: ____________________________

Vendor: ____________________________ Location: ____________________________

☐ Sole source justification memos from (1) dept. and (2) vendor attached.

Department Director/Elected Official must sign the request prior to routing to the Purchasing Manager.

[Signature]

Department Director/Elected Official Signature

5/6/2020

Date

Approval or Concurrence of Director of Finance

[Signature]

Date

BELOW ONLY TO BE COMPLETED FOR PROPOSALS AT LEAST $15,000 AND LESS THAN $50,000. See instructions at the top of pg. 1.

[Signature]

Director of Administration Signature

Date
AGREEMENT

Between

ST. CHARLES COUNTY

and

LANDMARK CONTRACT MANAGEMENT, INC.,

for

CONSULTANT SERVICES FOR BUILDING MODIFICATIONS TO REDUCE THE SPREAD OF COVID-19 IN THE ADULT DETENTION CENTER IN ST. CHARLES COUNTY, MISSOURI
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**EXECUTION PAGES**

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**EXHIBIT "A" SCOPE OF SERVICES**

**EXHIBIT "A-1" PROJECT SCHEDULE FOR SCOPE OF SERVICES SECTIONS 1.1 AND 1.2**

**EXHIBIT "B" SALARY COSTS**

**EXHIBIT "C" E-VERIFY FEDERAL WORK AUTHORIZATION PROGRAM PARTICIPATION**

**EXHIBIT "D" AFFIDAVIT OF WORK AUTHORIZATION**
AGREEMENT
Between
ST. CHARLES COUNTY
and
LANDMARK CONTRACT MANAGEMENT, INC.,
for
CONSULTANT SERVICES FOR BUILDING MODIFICATIONS TO REDUCE THE
SPREAD OF COVID-19 IN THE ADULT DETENTION CENTER IN ST. CHARLES
COUNTY, MISSOURI

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
"COUNTY,"

AND

LANDMARK CONTRACT MANAGEMENT, INC., its successors and assigns,
hereinafter referred to as "CONSULTANT."

W I T N E S S E T H, in consideration of the mutual terms and conditions, promises,
covenants and payments hereinafter set forth, COUNTY and CONSULTANT agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and
provisions which follow, the definitions and identifications set forth below are assumed to be true
and correct and are agreed upon by the parties.

1.1 CONSULTANT: Landmark Contract Management, Inc.

1.2 Contract Administrator: The St. Charles County Director of Facilities Management, or
some other employee expressly designated as Contract Administrator in writing by the
Director of Administration. The Contract Administrator is the representative of the
COUNTY concerning the Project. In the administration of this Agreement, as contrasted
with matters of policy, all parties may rely upon instructions or determinations made by
the Contract Administrator.
1.3 **Contract Documents:** This contract is the entire agreement between COUNTY and CONSULTANT concerning the work.

1.4 **Contractor:** The person, firm, corporation or other entity who enters into an agreement with COUNTY to perform the construction work for the Project.

1.5 **COUNTY:** St. Charles County, a body corporate and politic, charter county and political subdivision of the State of Missouri.

1.6 **Notice To Proceed:** A written notice to proceed with the Project issued by the Contract Administrator.

1.7 **Project:** Consultant Services for building modifications need to reduce the spread of COVID-19 in the Adult Detention Center in St. Charles County, Missouri.

**ARTICLE 2**

**SCOPE OF SERVICES**

2.1 CONSULTANT's services shall consist all work contemplated by the Contract Documents including without limitation the phases set forth in Exhibit "A", attached hereto and made a part hereof, and shall include construction management services to oversee any and all vendors and trades such as civil, structural, mechanical, plumbing, electrical, engineering and architectural services, as applicable for the Project. CONSULTANT shall provide all services as set forth in the Contract Documents including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort.

2.2 CONSULTANT and COUNTY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in the CONSULTANT's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by COUNTY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written COUNTY approval is at CONSULTANT's sole risk.

2.3 COUNTY and CONSULTANT acknowledge that Exhibit "A" is for all phases of services related to the Project. The COUNTY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for the Project.
If COUNTY and CONSULTANT cannot contractually agree, COUNTY shall have the right to immediately terminate negotiations at no cost to COUNTY and procure services from another source.

ARTICLE 3

TIME FOR PERFORMANCE; CONTRACTOR DAMAGES

3.1 CONSULTANT shall perform the services described in Exhibit “A” to the Contract Documents within a twelve (12) month period for said services; said time periods shall commence from the date of the Notice to Proceed for such services. Time for performance of services described in Exhibit “A” shall be as set forth in a Project Schedule to be prepared and agreed to in writing by the parties for the Design and Construction Phases.

3.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of this Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit the itemized deliverables/documents identified in Exhibit "A" for the Contract Administrator's review.

3.3 In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by COUNTY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, COUNTY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify COUNTY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform COUNTY of all facts and details related to the delay.

3.4 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with COUNTY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 4 for all services rendered by CONSULTANT beyond the substantial completion date and beyond the contemplated CONSULTANT performance time of 2,000 hours for services under Exhibit “A”.

3.5 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with COUNTY, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of CONSULTANT, then CONSULTANT shall pay to COUNTY its proportional share of any claim or damages to Contractor arising out of the delay. By reference hereto, the provisions for the computation of delay costs/damages and any amounts included therein,
whether direct or indirect, in the agreement between the Contractor and COUNTY, are incorporated herein. This provision shall not affect the rights and obligations of either party as set forth in Section 7.9, INDEMNIFICATION.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 AMOUNT AND METHOD OF COMPENSATION

4.1.1 Maximum Amount Not-To-Exceed Compensation

COUNTY agrees to pay CONSULTANT as compensation for performance of all services as related to Exhibit "A" required under the terms of this Agreement a total maximum amount not to exceed $305,000 which total maximum amount includes: (1) a maximum amount not-to-exceed Three Hundred Thousand and 00/100 Dollars ($300,000); and (2) COUNTY shall reimburse CONSULTANT for Reimbursables as described in Section 4.3 up to the total a maximum amount of reimbursables not to exceed $5,000. It is understood that the method of compensation is that of "maximum amount not-to-exceed" which means that CONSULTANT shall perform all services set forth for total compensation in the amount of or less than that stated above. The total hourly rates payable by COUNTY for each of CONSULTANT's employee categories are as set forth on Exhibit "B".

4.2 SALARY COSTS

4.2.1 The term Salary Costs as used herein shall mean the hourly rate set forth by the CONSULTANT at a rate of $150.00 per hour. A detailed breakdown of these costs shall be kept current and readily acceptable to COUNTY.

4.2.2 If the method of compensation between COUNTY and CONSULTANT is a maximum amount not-to-exceed and CONSULTANT has "lump sum" agreements with any subconsultant(s), then CONSULTANT shall bill all "lump sum" subconsultant fees as Salary Costs with no "markup." CONSULTANT shall bill all other subconsultant fees using the employee categories for Salary Costs set forth on Exhibit "B" and Reimbursables defined in Section 5.3. All Subconsultant Reimbursables shall be billed in the actual amount paid by CONSULTANT. Subconsultant Salary Costs shall be billed to COUNTY in the actual amount paid by CONSULTANT.

4.3 REIMBURSABLES

4.3.1 Direct nonsalary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost, and shall be limited to the following:

a) Identifiable transportation expenses in connection with the Project. Transportation expenses to locations outside the area of St. Charles, Lincoln, St. Louis, Franklin and Jefferson Counties and St. Louis City in Missouri and Calhoun, Jersey, Madison, St. Clair and Monroe Counties in Illinois or from locations outside
the aforementioned Counties or City will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.

b) Identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the above limitations. Meals for travel inside the Counties or City mentioned in Subsection (a) above will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONSULTANT's employees from one of CONSULTANT's offices to another office if the employee is relocated for more than ten (10) consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson or Ramada Inn.

c) Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail between the CONSULTANT's various permanent offices. The CONSULTANT's field office at the Project site is not considered a permanent office.

d) Cost of printing, reproduction or photography which is required by or of CONSULTANT to deliver services set forth in this Agreement.

e) Identifiable testing costs approved by Contract Administrator.

f) All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction contractor.

Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses.

4.3.2 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Section 4.1 is a limitation upon, and describes the maximum extent of, COUNTY's obligation to reimburse CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If COUNTY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in this Section 4.3, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by COUNTY prior to incurring such expenses.

4.4 METHOD OF BILLING

5.4.1 Maximum Amount Not-To-Exceed Compensation

CONSULTANT shall submit billings which are identified by the specific project number on a monthly basis by the 5th of the subsequent month for all Salary Costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the
individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such Reimbursable. The statement shall show a summary of Salary Costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number or other identifier which clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by the CONSULTANT is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursables by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

ARTICLE 5

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

5.1 COUNTY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of this Agreement including the initiation of any additional services. COUNTY shall compensate CONSULTANT for such additional services as provided in Article 5.

5.2 In the event a dispute between the Contract Administrator and CONSULTANT arise over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to COUNTY's Director of Administration for resolution. The Director of Administration's decision shall be final and binding on the parties. Any resolution in favor of CONSULTANT shall be set forth in a written document in accordance with Section 6.1 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 6

COUNTY'S RESPONSIBILITIES

6.1 COUNTY shall assist CONSULTANT by placing at CONSULTANT's disposal all information COUNTY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

6.2 COUNTY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
6.3 COUNTY shall review the itemized deliverables/documents identified in Exhibit "A" of CONSULTANT and respond in writing with any comment within the time set forth on the approved Project Schedule.

6.4 COUNTY shall give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT’s services or any defect in the work of the Contractor.

ARTICLE 7

MISCELLANEOUS

7.1 OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by CONSULTANT in connection with this Agreement shall become the property of COUNTY, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to COUNTY within ten (10) days after receipt of written notice. Any reuse of documents by COUNTY without written verification or adaptation by CONSULTANT for the specific purpose intended will be without liability to CONSULTANT.

7.2 TERMINATION

This Agreement may be terminated by either party for cause, or by COUNTY for convenience, upon fourteen (14) days written notice from the terminating party to the other party. In the event of such termination, CONSULTANT shall be paid its compensation for services performed to termination date. Under no circumstances shall COUNTY make payment of profit for services which have not been performed. In the event that CONSULTANT abandons this Agreement or causes it to be terminated by COUNTY, CONSULTANT shall indemnify COUNTY against any loss pertaining to this termination.

7.3 EXAMINATION OF RECORDS

CONSULTANT’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 COUNTY, at COUNTY’S expense. CONSULTANT shall preserve all such records for a period of three (3) years, unless permission to destroy them is granted by COUNTY, or for such longer period as may be required by law, after the final payment. Since CONSULTANT is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding CONSULTANT’S operations obtained during audits will be kept confidential.
CONSULTANT shall require all subconsultants under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with subconsultants.

7.4 **EQUAL OPPORTUNITY EMPLOYMENT**

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, creed, color, age, religion, national origin, gender, disability, ancestry, political affiliation or activity or lack thereof, or union membership or non-membership and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, creed, color, age, religion, national origin, gender, disability, ancestry, political affiliation or activity or lack thereof, or union membership or non-membership. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

7.5 **NO CONTINGENT FEE**

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

7.6 **SUBCONSULTANTS**

CONSULTANT shall not utilize the subconsultants for this project.

7.7 **ASSIGNMENT**

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

7.8 **INDEMNIFICATION OF COUNTY**

7.8.1 CONSULTANT shall, at all times hereafter, indemnify, hold harmless and defend COUNTY, its agents, servants and employees from and against any claim, demand or cause of action of any kind or nature arising out of negligent act, error, or omission of CONSULTANT, its agents, servants or employees in the performance of services under this Agreement.
7.8.2 CONSULTANT further agrees, at all times hereafter, to indemnify, hold harmless and defend COUNTY, its agents, servants and employees from and against any claim, demand or cause of action of any kind or nature arising out of any misconduct of CONSULTANT resulting from the performance of services under this Agreement not included in subsection 8.8.1 above.

7.8.3 The provisions of subsections 8.8.1 and 8.8.2 above shall survive the expiration or earlier termination of this Agreement.

8.8.4 Any sums due CONSULTANT under this Agreement, as shall be considered necessary by the Contract Administrator, may be retained by COUNTY until all of COUNTY’s claims for indemnification pursuant to subsections 8.8.1 and 8.8.2 have been settled or otherwise resolved.

7.9 INSURANCE

CONSULTANT 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.

7.9.1 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.

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

7.9.2 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.

7.9.3 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.

8.9.4 Excess Umbrella liability with a limit of no less than $1,000,000 in excess of the above policies.
8.9.5 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 COUNTY 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 COUNTY, shall be primary insurance and any other insurance or self-insurance programs maintained by COUNTY is strictly excess and secondary. CONSULTANT shall, prior to the commencement of any work, provide COUNTY with valid Certificates of Insurance evidencing the insurance required by this section together with a copy of the required endorsements. COUNTY reserves the right to require a certified copy of such policies upon request.

7.10 REPRESENTATIVE OF COUNTY AND CONSULTANT

7.10.1 The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

7.10.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

7.11 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.

7.12 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 N. Second St., Room 101  
St. Charles, MO 63301

with a copy to:

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

FOR CONSULTANT:

Bradley H. Hornburg, CEO  
Landmark Contract Management, Inc.  
1749 Larkin Williams Road  
St. Louis, MO 63026

7.13 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 COUNTY, CONSULTANT 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. CONSULTANT’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 C and D shall be sufficient to meet the requirements of this section.

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

7.14 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.

8.16 CHOICE OF LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Notwithstanding the provision of Section 6.2 above, CONSULTANT and COUNTY agree that venue for any legal action arising out of this Agreement shall lie in the Circuit Court of St. Charles County, Missouri.

8.17 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 CONSULTANT and COUNTY, 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.

8.18 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their proposal for Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.
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.

LANDMARK CONTRACT MANAGEMENT, INC.  ST. CHARLES COUNTY, MISSOURI

By ____________________________  By ____________________________
Print Name ____________________________  Steve Ehliann,
Title ____________________________ County Executive

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”
SCOPE OF SERVICES

St Charles County intends to make improvements to the Adult Detention Facility to reduce the spread of COVID-19. The project must be completed as soon as possible and by no means later than December 30, 2020. Improvements to the jail will be focused on creating more separation between inmates and staff and reducing the likelihood of direct interaction/spreading of infections. The following are proposed improvements, in order of importance:

1. **Relocate booking operations.** Current booking area is undersized and does not provide adequate space to for social distancing. It also does not have any negative air pressure holding cells.
2. **Replace solid doors with doors containing wickets/pass-through slots.** Current doors must be completely opened in order to pass through food, medications or other indirect interactions between staff and inmates.
3. **Create negative air spaces – cellblocks, holding areas.** Currently no spaces were designed with considerations to limit airborne transmittance of potential viruses or infectious diseases.
4. **Additional storage -** there is inadequate space for storage, especially in the kitchen areas. Currently the corrections facility requires more deliveries of foodstuffs, increasing the likelihood of outside introduction of infectious diseases.
5. **Infirmary –** the current facility does not have an infirmary or a location to isolate sick inmates.

Final scope of work will be determined based on cost estimates. Only those improvements that fall within the final budget will be completed.

**Schedule**
All funds must be committed by November 2020. The project must be COMPLETE by December 30, 2020. Complete is defined as all funds disbursed, all project requirements including final documentation and punch list items have been provided or completed to the County’s satisfaction.

**Funding**
It is anticipated that the building modifications will cost between $8 million - $12 million. This budget is for all costs of the project, including direct costs, indirect costs and furniture, fixtures and equipment. Dollar amount must be determined prior to finalizing the schedule.

**Understanding of Landmark’s scope and expectations:**
1. Complete negotiations for design services with DLR, the expected architect/engineer for the project.
2. Identify potential general contractors to perform construction activities.
   a. Landmark will contact multiple firms in the regional area to determine interest, availability, capability and rates for providing general construction labor, overhead and profit for work, materials and equipment.
   b. Negotiate final contract with contractor. It is anticipated the contract will be design-build format.
3. Coordinate acquisition of specialty equipment and fixtures, such as doors, glazing, controls and other items specific to corrections facilities.
4. Attend design review meetings
5. Manage all construction activities
6. Assist with information management
7. Manage procurement activities
8. Maintain project documentation
EXHIBIT "B"

SALARY COSTS

Intentionally left blank
Exhibit “C”

I certify that ____________________________ (Consultant 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, Consultant must perform/provide the following. Consultant 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/ge_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 “D”

AFFIDAVIT OF WORK AUTHORIZATION

Comes now __________________________ (Consultant) by (Position/Title) and first being duly sworn on my oath, does affirm (Consultant) 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 Consultant 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

__________________________________________________________________________
Title

__________________________________________________________________________
Printed Name

__________________________________________________________________________
Date

Subscribed and sworn to before me this _____ day of ____________________, 20___. I am commissioned as a notary public within the County of __________________, State of _______________, and my commission expires on _________________.

__________________________________________________________________________
Signature of Notary

__________________________________________________________________________
Date

Notary seal: