Title: Justice Center Chiller Replacement Engineering
Dept: Construction Management
Contact Person: Christine Hamdall
Ext.: 1890

Description (service, justification and use):

This proposal provides the design and engineering cost to replace the one original chiller, an original cooling tower, and the circulation pumps in the Justice Center. The original chiller is over 32 years old, with the typical life-expectancy of a chiller being 20 years, proper maintenance has enabled the County to achieve 32 years of operation from the original chiller, cooling towers and circulation pumps. The Criminal Justice center currently has two chillers to provide cooling to the facility, with chiller two being replaced 12 years ago. If chiller one fails, proper cooling of the facility could not be achieved, and could result in a costly chiller rental to provide proper cooling during summer months. Additionally, given the numerous changes to the building and the mechanical operations over the last 30 years, the engineering will ensure the proper sizing and operation of the cooling system in conjunction with existing equipment and infrastructure. The proposal includes the design and specifications for the new chiller, cooling tower, circulation pumps, and controls. The bid specifications, bid review, construction administration, and commissioning are also included in the proposal.

The Justice Center was not originally designed to have year-round cooling and the building becomes quite warm on mild winter days. An additional part of the engineering scope will provide design and engineering for year-round cooling to address this issue. This solution requires the prevention of water freezing in the air handlers when cooling is not needed. It also requires heaters in the cooling tower basin and along the cooling tower piping for freeze protection.

Lastly, the proposal includes new circulation pumps, and building management controls for the new systems to operate efficiently and qualify for energy rebates from Ameren. The design engineer will also be responsible for verifying that the system is installed as designed and perform four season commissioning to verify the system is operating as designed.

This project will begin in 2020 and conclude installation and begin the commissioning in 2021. The engineering costs were included as a portion of the overall replacement costs that were approved in the 2020 Construction Management budget.

Award to: G&W Engineering

Location: 138 Weldon Parkway, Maryland Heights, MO 63043

Was the vendor pre-qualified? Yes ☑ No ☐

Total negotiated price: $135,500.00

Contract term: ________________ with ________________ renewals.

Price break-down (if applicable):

Proposal opening held on: N/A

Opened by: N/A

Account number to be charged for purchase: 3019800-47280

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 #: 19-025

Additional RFQs/RFPs Received

The following additional responses were received:

Vendor: Mazzetti/WM Tao  Location: Manchester, MO

Vendor: Bartlett & West  Location: Fenton, MO

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

6/23/2020

Date

[Signature]

Approval or Concurrence of Director of Finance

6-23-20

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.

Director of Administration Signature

Date
AGREEMENT
Between
ST. CHARLES COUNTY
and
G & W ENGINEERING CORPORATION
for
CONSULTANT SERVICES FOR
Engineering Services for the
Justice Center Chiller Replacement Project
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

G AND W ENGINEERING, its successors and assigns, hereinafter referred to as "CONSULTANT."

WITNESSETH, 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: The architect or engineer selected to perform the services pursuant to this Agreement.

1.2 Contract Administrator: The ranking managerial employee of the agency of COUNTY government which requested the Project, or some other employee expressly designated as Contract Administrator in writing by the Director of County 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 Contractor: The person, firm, corporation or other entity who enters into an agreement with COUNTY to perform the construction work for the Project.

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

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

1.6 Project: To provide mechanical and plumbing design engineering to support the replacement of a centrifugal chiller, pump and cooling tower while converting to year-round cooling. This will include the creation of construction documents, provide construction administration during the replacement and provide four-season commissioning for the replacement at our Criminal Justice Center.

ARTICLE 2

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 COUNTY has budgeted funds for the Project.

2.2 The COUNTY has met the requirements of Sections 8.285 through 8.291, RSMo, and has selected CONSULTANT to perform the services hereunder.
2.3 Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and a committee selected by the COUNTY, and this Agreement incorporates the results of such negotiations.

ARTICLE 3

SCOPE OF SERVICES

3.1 CONSULTANT's services shall consist of the phases set forth in Exhibit "A", attached hereto and made a part hereof, and shall include civil, structural, mechanical and electrical engineering and architectural services, as applicable for the Project. CONSULTANT shall provide all services as set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort.

3.2 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.

3.3 COUNTY and CONSULTANT acknowledge that Exhibit "A" is for the first portion of services related to the Project and that additional negotiations will be required for subsequent phases. The COUNTY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for future phases of 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 for future Project phases from another source.

ARTICLE 4

TIME FOR PERFORMANCE; CONTRACTOR DAMAGES
4.1 CONSULTANT shall perform the services described in Exhibit "A" within the time periods specified in the Project Schedule included in Exhibit "A"; said time periods shall commence from the date of the Notice to Proceed for such services.

4.2 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.

4.3 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.

4.4 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 5 for all services rendered by CONSULTANT beyond the substantial completion date.

4.5 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 8.9, INDEMNIFICATION.

ARTICLE 5

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COMPENSATION AND METHOD OF PAYMENT

5.1 AMOUNT AND METHOD OF COMPENSATION

5.1.1 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 Salary Costs as described in Section 5.2 up to a maximum amount not-to-exceed $___________ and to reimburse CONSULTANT for Reimbursables as described in Section 5.3, up to a maximum amount not-to-exceed $___________, for a total maximum amount not-to-exceed $___________. 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 shall be shown on Exhibit "B".

5.1.2 Lump Sum 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 Lump Sum of $134,000.00 with an additional estimate of $1,500.00 for reimbursable expenses, for a total contract value of $135,500.00. It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. The total hourly rates payable by County for each of the CONSULTANT's employee categories shall be shown on Exhibit "B".

5.2 SALARY COSTS

The term Salary Costs as used herein shall mean the hourly raw salary rate as shown on Exhibit "B", attached hereto and made a part hereof, paid to all personnel engaged directly on the Project including, but not limited to, principals, architects, engineers, draftspersons and clerks. A detailed breakdown of these costs shall be kept current and readily accessible to COUNTY.

5.2.1 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 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.
5.3 REIMBURSABLES

5.3.1 Direct non-salary 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, subject to the limitations on meals contained in Exhibit “C”. 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.

5.3.2 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Section 5.1 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 the amount for Reimbursables, 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.

5.4 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 in a timely manner 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.

5.4.2 Lump Sum Compensation

CONSULTANT shall submit billings which are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, Salary Costs and expense costs on a task basis, so that total hours and costs by task may be determined.

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ARTICLE 6

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

6.1 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.

6.2 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 committee which negotiated this Agreement, for resolution. The committee’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 7

COUNTY’S RESPONSIBILITIES

7.1 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.

7.2 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.

7.3 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.

7.4 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 8
MISCELLANEOUS

8.1 OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, studies, surveys, drawings (including electronic AutoCAD format as applicable), 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.

8.2 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, including all Reimbursables then due or incurred 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.

8.3 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 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.

8.4 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.

8.5 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.

8.6 SUBCONSULTANTS

CONSULTANT shall utilize the subconsultants identified in the proposal that was a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT. All subconsultants are required to maintain the same insurance coverages listed in this contract (section 8.9). The list of subconsultants submitted is as follows:

8.7 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.

8.8 INDEMNIFICATION OF COUNTY

8.8.1 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.

8.8.2 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.

8.8.3 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.

8.9 INSURANCE

For Contract purposes, the CONSULTANT must submit copies of certificates of insurance documenting the following coverages.

8.9.1 Worker’s Compensation and Employer’s Liability: Statutory Workers’ Compensation 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 $1,000,000.

8.9.2 Automobile, General Liability and Property Damage: The CONTRACTOR 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.

8.9.3 Professional Liability: The CONTRACTOR shall maintain the following minimum limits of professional liability coverage written on a claims made basis in the amount of at least $1,000,000 per claim and $3,000,000 in the aggregate.

8.9.4 Additional Requirements: The Automobile and General Liabilities policies shall be endorsed to include the COUNTY as an additional insured and provide for 30 days advanced written notice of any material change. A Waiver of Subrogation in favor of the COUNTY shall be endorsed on each of the policies. The required insurance shall be primary insurance with respect to any other insurance of self-insurance programs maintained by the COUNTY. A Certificate of Insurance evidencing the above coverage(s) together with a copy of the required endorsements shall be provided to the COUNTY prior to the commencement of any work. It shall be the CONTRACTOR’S responsibility to keep the respective insurance policies and coverages current and in force for the life of the contract.

8.10 REPRESENTATIVE OF COUNTY AND CONSULTANT

8.10.1 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.

8.10.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT’s representative to whom matters involving the conduct of the Project shall be addressed.
8.11 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.

8.12 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. For the present, the parties designate the following as the respective places for giving of notice:

FOR ST. CHARLES COUNTY:

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

FOR CONSULTANT:

Kevin Griesemer
President, G & W Engineering Corporation
138 Weldon Parkway
Maryland Heights, MO

8.13 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.

8.14  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  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 the County this _____ day of __________________, 202__.

Executed by G&W Engineering Corp. this 23 day of June ________, 2020.

G & W ENGINEERING CORPORATION    ST. CHARLES COUNTY, MISSOURI
By ________________________________  ________________________________
Print Name Kevin S. Griesemer  Steve Ehlmann,
Title President  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.

[Signature]
Director of Finance

6-25-20
Date
June 8, 2020

Christine Ramsdell  
Director  
St. Charles County Government  
300 North Second Street, Suite 101  
St. Charles, Missouri 63301

RE: Proposal to Provide Engineering and Consulting Services (RF20-0221.00 Revision 1)  
St. Charles County Justice Center Chiller Replacement  
St. Charles County, Missouri

G&W Engineering Corporation (Engineer) is pleased to be provided the opportunity to prepare Mechanical, Plumbing and Electrical Construction Documents for the project referenced above. As the basis of this Agreement, St. Charles County is defined as “Client”.

Project Overview:

Generally, the project consists of a multi-story correctional facility consisting of an undetermined square feet. The estimated MEP system construction value is $900,000 - $1,000,000. The scope of work is described per Client’s RFQ documents received on March 12, 2020.

Basic Scopes of Service for MEP:

1. Engineer will provide two (2) site visits to verify existing conditions for the proposed MEP scope of work.  
2. Engineer will be provided with existing building drawings for use in preparation of the project documents.  
3. Engineer will evaluate existing building conditions and systems for use in preparation of the project documents.  
4. Drawings will be prepared in AutoCAD format.  
5. Project specifications will be in a project manual.  
6. Engineer will assist cost estimator for budget review.  
7. Engineer will not provide coordination with Owner supplied special systems.  
8. Engineer will not prepare Fire Protection performance specification to solicit fire sprinkler system design and build proposals.  
9. Engineer will provide Construction Document Services:  
   • Prepare contract documents for MEP systems and equipment that serve for permit issue, competitive bidding and construction.  
   • Provide Permit drawings for all MEP systems, signed and sealed.  
   • Reply and conform drawings for city plan review comments.  
   • Attend two (2) construction document design meetings with the Client.  
10. Engineer will provide Construction Administration Services:  
    • Respond in writing to contractor “Request for Information”. NOTE – this task does not include updating drawings.

www.gandwengineering.com  
(314) 469-3737
• Review and process MEP shop drawings.
• Perform five (5) jobsite visits with an observation report.
• Prepare system commissioning documentation and perform system commissioning witnessing consistent with ASHRAE and Building Commissioning Association guidelines.
• Prepare final punchlist of MEP systems. One (1) jobsite trip will be provided for this service. This task reviews compliance with Construction Documents and it does not include functional nor operational testing of equipment.
• Prepare “As-Built” drawings from contractor mark-ups and forward final electronic files in AutoCAD format to the Owner. This excludes in excess of 25% modifications to the MEP systems depicted in the bid set.

Exclusions:

The following tasks are specifically excluded from ENGINEER’S scope of services.
1. Voice/Data/Video systems design and specifications (raceways and power rough-in are provided).
2. Audio/Visual, security and access control systems design and specifications (raceways and power rough-in are provided).
3. Contract/agreement negotiations and execution for ICT service-providers of on-going/month-to-month services (AT&T, Charter, Dish, etc.).
4. The design and specification of active digital and/or analog network components (e.g. servers, network switches & routers, distributive Wi-Fi switches & antenna, and the like).
5. Analog/hybrid voice and/or digital VoIP (Voice-over-IP) system(s): Design, selection, the selection process, and the specifying of same and/or research and specification of required system upgrades, programming/re-configuration, all handset/operator stations, final cross-connections, etc.
6. Wireless inter/intra-building digital and/or analog links.
7. Design of any Proprietary systems.
8. HVAC system payback analysis, utility operating cost estimates or analysis, return on investment calculations or report, utility rebate submittals, energy model, multiple system comparisons or reports, or similar HVAC and Lighting system analysis.
9. Fire Protection Systems – design, construction documents and processing of shop drawings. Drawings will be "reviewed" for general conformance only; not approval.
10. Interior lighting photometric calculations.
11. Civil Engineering and Structural Engineering, including seismic design work.
12. All utility work beyond five feet outside the building.
13. CSI-formatted specifications.
14. Additional meetings and / or site visits beyond the stated scope of services.
15. Third Party BIM coordination.
16. Coordination with utility companies except gas and electric.
17. Building Envelope Energy Calculations or Analysis – Architectural.
18. LEED certification and / or documentation.
19. Commissioning of equipment including taking any measurements or providing a TAB report.
20. Preparation of bill of materials, quantity take-offs and opinions of probable costs.
21. Permit Applications or Permit submission to the AHJ.
22. MEP scope revisions requested after the respective MEP permit is issued.
23. MEP drawing revisions, after bids are received, for any proposed “cost reduction/VE” items.
Alternate Service - Commissioning:

1. Engineer will provide Commissioning Services that satisfies IECC 2015 and will be the Commissioning Authority (CXA). This includes the following tasks:
   - Commissioning Authority will prepare and provide Pre-Functional / Construction checklists to be completed by the Contractors on the project.
   - Commissioning Authority will conduct one (1) commissioning kick-off meeting on-site with the Contractors.
   - Commissioning Authority will provide and complete Functional Performance Testing checklists.
   - Commissioning Authority will participate in one (1) controls integration meeting to ensure that the controls programming will match expectations and clarify any questions regarding system operation.
   - Commissioning Authority will conduct one (1) commissioning meeting near the end of construction to ensure that systems are ready for testing; all documentation is submitted and testing is coordinated.
   - Commissioning Authority will perform two (2) site inspections to observe work being performed on the project. These inspections are expected to occur in the middle of construction and near the end of construction (but prior to testing).
   - Commissioning Authority will witness the on-site testing of the above referenced equipment. We anticipate this testing to be performed over the course of one (1) week.
   - Commissioning Authority will provide one follow up site visit to validate completion of corrective measure recommendations as a result of the Functional Performance Testing.
   - Commissioning Authority will prepare and provide a Final Commissioning Report.

2. The following systems will be included within our scope:
   - Mechanical - HVAC Systems and Controls

Exclusions:

The following tasks are specifically excluded from ENGINEER'S scope of services.

1. O&M Manual creation or review.
2. Training Plan and coordination with Owner.
3. Providing a TAB report.
4. Seasonal testing services.
5. Any requested meetings above the allocated amount noted above.
6. Coordination with outside utility agencies.
7. LEED energy modeling.
8. LEED documentation.
9. Preparation of “As-Built” drawings from contractor mark-ups.
10. Warranty review services.

Compensation:

Engineer will be reimbursed Eighty-Five Thousand dollars ($85,000.00) for the Construction Document Services as described above.

Engineer will be reimbursed Twenty-Six Thousand Five Hundred Dollars ($26,500.00) on an Hourly Not-To-Exceed basis for the Construction Administration Services as described above.

Engineer will be reimbursed Twenty-Two Thousand Five Hundred Dollars ($22,500.00) for the Commissioning Services as described above.
Engineer will be compensated for reimbursable expenses at our cost plus a 10% overhead fee. Listed below are reimbursable expenses not included in any of the above listed fee schedules:

1. Courier and delivery services incurred throughout the duration of the project.
2. Travel expenses including airline fares, car rental, meals, mileage, and overnight accommodations.
3. All information sent in electronic format during the duration of the project, and documents for distribution, will be plotted at Engineer. These documents will be invoiced as a reimbursable. All in-house plotting will be invoiced at $0.60 per square foot of sheet drawings.

Engineer estimates reimbursables at One Thousand Five Hundred Dollars ($1,500.00).

Reimbursement and hourly rates are outlined in the "Terms and Conditions" of this Agreement.

Project Schedule:

The project start will occur at the date the Agreement is signed and returned. Engineer will coordinate with the project team and attempt to meet all set milestone dates. Engineer will notify the client should any of those dates be unattainable; in which case the Engineer will advise if additional resources are required or what the impact to the project schedule will be.

Professional Service Agreement:


This document forms our Agreement to provide engineering services. This Agreement must be signed and returned to Engineer prior to commencement of work on this project. By accepting this Agreement, the Client authorizes Engineer to proceed with the project at the terms outlined above, and in the “Terms and Conditions for Professional Services” contained herein. Whether written or verbal authorization to proceed is provided, verbal authorization binds client as if written authorization is provided. Electronic messages (e-mail) serve as confirmation of this Agreement.

Please sign and return one (1) copy, or reply by electronic message, of this document to acknowledge acceptance of this Agreement. We appreciate this opportunity to be considered for professional services for this project.
Sincerely,

G&W Engineering Corporation

Kevin S. Griesemer, P.E., LEED AP, CPMP
President / Founding Principal

Charles E. Voltz, P.E.
Director of Operations

Authorized to Proceed By:

__________________________
Signature

__________________________
Name

__________________________
Title

__________________________
Date
EXHIBIT "B"

SALARY COSTS

Hourly Rates as needed for additional work as needed for the project.

C. Engineer will be reimbursed hourly for any additional work not included in the stated terms of this proposal that may be requested by the Client or Owner. Should additional services beyond those described in the Basic Scope of Services are required and agreed to by Client or Owner, an equitable adjustment in fee and time of performance will be mutually determined prior to proceeding with the additional services. The following hourly rates apply:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Principal Engineer</td>
<td>$200.00</td>
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<tr>
<td>Senior Project Manager</td>
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<td>Project Manager II</td>
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<td>Project Manager I</td>
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<td>Senior Project Engineer</td>
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<tr>
<td>Project Engineer II</td>
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<tr>
<td>Project Engineer I</td>
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<tr>
<td>Engineer II</td>
<td>$125.00</td>
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<tr>
<td>Engineer I</td>
<td>$110.00</td>
</tr>
<tr>
<td>CAD/BIM</td>
<td>$135.00</td>
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<tr>
<td>Senior Designer</td>
<td>$125.00</td>
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<tr>
<td>Designer II</td>
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<tr>
<td>Designer I</td>
<td>$100.00</td>
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<tr>
<td>CAD/BIM Technician III</td>
<td>$110.00</td>
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<tr>
<td>CAD/BIM Technician II</td>
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<tr>
<td>CAD/BIM Technician I</td>
<td>$ 90.00</td>
</tr>
<tr>
<td>Clerical</td>
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</table>
EXHIBIT "C"

TRAVEL AND EXPENDITURE COSTS

D. Engineer will be compensated for reimbursable expenses at our cost plus a 10% overhead fee. Listed below are reimbursable expenses not included in any of the above listed fee schedules:

1. Courier and delivery services incurred throughout the duration of the project.
2. Travel expenses including airline fares, car rental, meals, mileage, and overnight accommodations.
3. All information sent in electronic format during the duration of the project, and documents for distribution, will be plotted at Engineer. These documents will be invoiced as a reimbursable. All in-house plotting will be invoiced at $0.60 per square foot of sheet drawings.
EXHIBIT "D"

I certify that G&W Engineering Corporation (Consultant Name) meets the definition of a business entity as defined in Section 285.525, RSMo, pertaining to Section 285.530, RSMo.

Kevin S. Griesemer  Representative's Name
(Please print)  Representative's Signature

G&W Engineering Corporation  June 23, 2020
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/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

☒ Provide documentation affirming said company's / individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing Consultant's name and the MOU signature page completed and signed, at minimum, by Consultant and the Department of Homeland Security - Verification Division; (if the signature page of the MOU lists Consultant's name, then no additional pages of the MOU must be submitted); AND

☒ Submit a completed, notarized Affidavit of Work Authorization attached hereto.
EXHIBIT “E”

AFFIDAVIT OF WORK AUTHORIZATION

Comes now G&W Engineering Corporation (Consultant) by Kevin S. Griesemer/President (Position/Title) and first being duly sworn on my oath, does affirm G&W Engineering Corporation (Consultant) is enrolled and will 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

Kevin S. Griesemer

Printed Name

President

June 23, 2020

Title

Date

Subscribed and sworn to before me this 23rd day of JUNE, 2020. I am commissioned as a notary public within the County of ST. LOUIS, State of MO, and my commission expires on 10/10/23.

Signature of Notary

Date

Notary seal:

STEVEN S. LOHER
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 11834128
My Commission Expires 10-10-2023
THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the
G&W Engineering Corporation 228643 (Employer). The purpose of this agreement is to set forth terms
and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee’s eligibility to work in the United States
after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of
Understanding (MOU) explains certain features of the E-Verify program and describes specific
responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and
§ 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, “Employment Eligibility
Verification” and Executive Order 12989, as amended, provide authority for Federal contractors and
subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain
employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is
clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone
   numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to
   keep such information current by providing updated information to SSA and DHS whenever the
   representatives’ contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access.
   Employers must promptly terminate an employee’s E-Verify access if the employer is separated from
   the company or no longer needs access to E-Verify.
Company ID Number: 228643

Approved by:

<table>
<thead>
<tr>
<th>Employer</th>
<th>G&amp;W Engineering Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name (Please Type or Print)</td>
<td>Title</td>
</tr>
<tr>
<td>Kevin S. Griesemer</td>
<td>Principal/President</td>
</tr>
<tr>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td>[Signature]</td>
<td>June 23, 2020</td>
</tr>
</tbody>
</table>

Department of Homeland Security – Verification Division

| Name (Please Type or Print) | Title |
| Signature | Date |
| [Signature] | [Date] |