

SECOND REGULAR SESSION
[TRULY AGREED TO AND FINALLY PASSED]
SENATE COMMITTEE SUBSTITUTE FOR
HOUSE COMMITTEE SUBSTITUTE FOR
HOUSE BILL NO. 2474
103RD GENERAL ASSEMBLY

5233S.05T

2026

AN ACT

To repeal sections 34.046 and 67.5060, RSMo, and to enact in lieu thereof two new sections relating to public contracts.

Be it enacted by the General Assembly of the state of Missouri, as follows:

Section A. Sections 34.046 and 67.5060, RSMo, are repealed and two new sections
2 enacted in lieu thereof, to be known as sections 34.046 and 67.5060, to read as follows:

34.046. **1.** The commissioner of administration may contract directly with other
2 governmental entities for the purchase of supplies. The commissioner of administration may
3 also participate in, sponsor, conduct or administer a cooperative purchasing agreement
4 whereby supplies are procured in accordance with a contract established by another
5 governmental entity provided that such contract was established in accordance with the laws
6 and regulations applicable to the establishing governmental entity.

7 **2.** **The commissioner of administration may also participate in, sponsor, conduct,**
8 **or administer a cooperative purchasing agreement with a contract established by a non-**
9 **profit entity whose membership is exclusively made up of governmental entities and**
10 **whose governing body is selected or elected exclusively by governmental entities, and**
11 **where the contract was established in accordance with the laws and regulations**
12 **applicable to the governmental entities. Such cooperative purchasing agreement shall**
13 **be utilized for the purchase of supplies including but not limited to upkeep and**
14 **maintenance of physical infrastructure. The commissioner of administration may**
15 **permit political subdivisions to participate in any cooperative purchasing agreement.**

EXPLANATION — Matter enclosed in bold-faced brackets ~~thus~~ in the above bill is not enacted and is intended to be omitted from the law. Matter in **bold-face** type in the above bill is proposed language.

67.5060. 1. As used in this section, the following terms mean:

- 2 (1) "Design-build", a project delivery method subject to a three-stage qualifications-
3 based selection for which the design and construction services are furnished under one
4 contract;
- 5 (2) "Design-build contract", a contract which is subject to a three-stage qualifications-
6 based selection process similar to that described in sections 8.285 to 8.291 between a political
7 subdivision and a design-builder to furnish the architectural, engineering, and related design
8 services and the labor, materials, supplies, equipment, and other construction services
9 required for a design-build project;
- 10 (3) "Design-build project", the design, construction, alteration, addition, remodeling,
11 or improvement of any buildings or facilities under contract with a political subdivision.
12 Such design-build projects include, but are not limited to:
- 13 (a) Civil works projects, such as roads, streets, bridges, utilities, airport runways and
14 taxiways, storm drainage and flood control projects, or transit projects; and
- 15 (b) Noncivil works projects, such as buildings, site improvements, and other
16 structures, habitable or not, commonly designed by architects in excess of ~~[seven]~~ **two** million
17 **five hundred thousand** dollars;
- 18 (4) "Design-builder", any individual, partnership, joint venture, or corporation subject
19 to a qualification-based selection that offers to provide or provides design services and
20 general contracting services through a design-build contract **or a progressive design-build**
21 **contract** in which services within the scope of the practice of professional architecture or
22 engineering are performed respectively by a licensed architect or licensed engineer and in
23 which services within the scope of general contracting are performed by a general contractor
24 or other legal entity that furnishes architecture or engineering services and construction
25 services either directly or through subcontracts or joint ventures;
- 26 (5) "Design criteria consultant", a person, corporation, partnership, or other legal
27 entity duly licensed and authorized to practice architecture or professional engineering in this
28 state under chapter 327 who is employed by or contracted by the political subdivision to assist
29 the political subdivision in the development of project design criteria, requests for proposals,
30 evaluation of proposals, the evaluation of the construction under a design-build contract **or a**
31 **progressive design-build contract** to determine adherence to the design criteria, and any
32 additional services requested by the political subdivision to represent its interests in relation
33 to a project. The design criteria consultant may not submit a proposal or furnish design or
34 construction services for the design-build contract for which its services were sought;
- 35 (6) "Design criteria package", performance-oriented program, scope, and
36 specifications for the design-build project sufficient to permit a design-builder to prepare a
37 response to a political subdivision's request for proposals for a design-build project **or a**

38 **progressive design-build project**, which may include capacity, durability, standards, ingress
39 and egress requirements, performance requirements, description of the site, surveys, soil and
40 environmental information concerning the site, interior space requirements, material quality
41 standards, design and construction schedules, site development requirements, provisions for
42 utilities, storm water retention and disposal, parking requirements, applicable governmental
43 code requirements, preliminary designs for the project or portions thereof, and other criteria
44 for the intended use of the project;

45 (7) "Design professional services", services that are:

46 (a) Within the practice of architecture as defined in section 327.091, or within the
47 practice of professional engineering as defined in section 327.181; or

48 (b) Performed by a licensed or authorized architect or professional engineer in
49 connection with the architect's or professional engineer's employment or practice;

50 (8) **"Progressive design-build contract"**, a contract that is subject to a two-stage
51 **qualification-based selection process as described in subdivision (1) of subsection 13 of**
52 **this section between a political subdivision and a design-builder to furnish the**
53 **architectural, engineering, and related design services and the labor, materials, supplies,**
54 **equipment, and other construction services required for a progressive design-build**
55 **project;**

56 (9) **"Progressive design-build project"**, the design, construction, alteration,
57 **addition, remodeling, or improvement of any buildings or facilities under one**
58 **progressive design-build contract with a political subdivision. Such progressive**
59 **design-build projects include, but are not limited to:**

60 (a) **Civil works projects, such as roads, streets, bridges, utilities, airport runways**
61 **and taxiways, storm drainage and flood control projects, or transit projects; and**

62 (b) **Noncivil works projects, such as buildings, site improvements, and other**
63 **structures, habitable or not, commonly designed by architects;**

64 (10) "Proposal", an offer in response to a request for proposals by a design-builder to
65 enter into a design-build contract for a design-build project **or a progressive design-build**
66 **contract for a progressive design-build project** under this section;

67 [~~9~~] (11) "Request for proposal", the document by which the political subdivision
68 solicits proposals for a design-build contract **or a progressive design-build contract;**

69 [~~10~~] (12) "Stipend", an amount paid to the unsuccessful but responsive, short-listed
70 design-builders to defray the cost of participating in phase II of the selection process **for a**
71 **design-build project** described in this section.

72 2. In using a design-build contract **or a progressive design-build contract**, the
73 political subdivision shall determine the scope and level of detail required to permit qualified

74 persons to submit proposals in accordance with the request for proposals given the nature of
75 the project.

76 **3. (1) No political subdivision using a progressive design-build contract under**
77 **this section shall be required to include, as a condition of eligibility, the following:**
78 **evaluations, awards, or points based upon any requirement, certification, standard, or**
79 **policy that is not directly related to the construction, safety, durability, permitting, or**
80 **operation of the project.**

81 **(2) The provisions in subdivision (1) of this subsection shall include, but not be**
82 **limited to:**

83 **(a) Green building certification or rating systems;**

84 **(b) Sustainable development goals, plans, or climate-related goals;**

85 **(c) Environmental, social, political, ideological, and governance standards, or**
86 **similar nonpecuniary standards;**

87 **(d) Environmental justice, social justice, diversity, equity, or inclusion**
88 **objectives; and**

89 **(e) Any preference for materials, designs, contractors, subcontractors,**
90 **consultants, or vendors based on political, social, environmental, or ideological**
91 **criteria rather than cost, quality, safety, durability, lawful permitting, or ability to**
92 **perform the work.**

93 **4. Nothing in subsection 3 of this section shall be construed to prohibit a political**
94 **subdivision from requiring compliance with applicable federal law, state law, local**
95 **building codes, health and safety standards, engineering standards, environmental**
96 **permits, site remediation requirements, stormwater requirements, flood-control**
97 **requirements, utility requirements, or other lawful project-specific requirements**
98 **directly related to the construction, safety, durability, permitting, or ordinary**
99 **operation of the project.**

100 ~~[3-]~~ **5. A design criteria consultant shall be employed or retained by the political**
101 **subdivision to assist in preparation of the design criteria package and request for proposal,**
102 **perform periodic site visits to observe adherence to the design criteria, prepare progress**
103 **reports, review and approve progress and final pay applications of the design-builder, review**
104 **shop drawings and submissions, provide input in disputes, help interpret the construction**
105 **documents, perform inspections upon substantial and final completion, assist in warranty**
106 **inspections, and provide any other professional service assisting with the project**
107 **administration of a design-build project or a progressive design-build project. The**
108 **design criteria consultant may also evaluate construction as to the adherence of the design**
109 **criteria. The consultant shall be selected and its contract negotiated in compliance with**
110 **sections 8.285 to 8.291 unless the consultant is a direct employee of the political subdivision.**

111 ~~[4-]~~ **6.** The political subdivision shall publicly disclose at a regular meeting its intent
112 to utilize the design-build method **or the progressive design-build method** and its project
113 design criteria at least one week prior to publishing the request for proposals. Notice of
114 requests for proposals shall be advertised by publication in a newspaper of general circulation
115 published in the county where the political subdivision is located once a week for two
116 consecutive weeks prior to opening the proposals, or by a virtual notice procedure that
117 notifies interested parties for at least twenty various purchases, design contracts, construction
118 contracts, or other contracts each year for the political subdivision. The political subdivision
119 shall publish a notice of a request for proposal with a description of the project, the
120 procedures for submission, and the selection criteria to be used.

121 ~~[5-]~~ **7.** The political subdivision shall establish in the request for proposal a time,
122 place, and other specific instructions for the receipt of proposals. Proposals not submitted in
123 strict accordance with the instructions shall be subject to rejection.

124 ~~[6-]~~ **8. The following provisions of this subsection shall apply to a design-build**
125 **project:**

126 **(1)** A request for proposal shall be prepared for each design-build contract containing
127 at minimum the following elements:

128 ~~[(1)]~~ **(a)** The procedures to be followed for submitting proposals, the criteria for
129 evaluating proposals and their relative weight, and the procedures for making awards;

130 ~~[(2)]~~ **(b)** The proposed terms and conditions for the design-build contract, if
131 available;

132 ~~[(3)]~~ **(c)** The design criteria package;

133 ~~[(4)]~~ **(d)** A description of the drawings, specifications, or other information to be
134 submitted with the proposal, with guidance as to the form and level of completeness of the
135 drawings, specifications, or other information that will be acceptable;

136 ~~[(5)]~~ **(e)** A schedule for planned commencement and completion of the design-build
137 contract, if any;

138 ~~[(6)]~~ **(f)** Budget limits for the design-build contract, if any;

139 ~~[(7)]~~ **(g)** Requirements including any available ratings for performance bonds,
140 payment bonds, and insurance, if any;

141 ~~[(8)]~~ **(h)** The amount of the stipend which will be available; and

142 ~~[(9)]~~ **(i)** Any other information that the political subdivision in its discretion chooses
143 to supply including, but not limited to, surveys, soil reports, drawings of existing structures,
144 environmental studies, photographs, references to public records, or affirmative action and
145 minority business enterprise requirements consistent with state and federal law.

146 ~~[7-]~~ **(2)** The political subdivision shall solicit proposals in a three-stage process.
147 Phase I shall be the solicitation of qualifications of the design-build team. Phase II shall be

148 the solicitation of a technical proposal including conceptual design for the project. Phase III
149 shall be the proposal of the construction cost.

150 ~~[8-]~~ **(3)** The political subdivision shall review the submissions of the proposals and
151 assign points to each proposal in accordance with this section and as set out in the instructions
152 of the request for proposal.

153 ~~[9-]~~ **(4)** Phase I shall require all design-builders to submit a statement of qualification
154 that shall include, but not be limited to:

155 ~~[(1)]~~ **(a)** Demonstrated ability to perform projects comparable in design, scope, and
156 complexity;

157 ~~[(2)]~~ **(b)** References of owners for whom design-build projects, construction projects,
158 or design projects have been performed;

159 ~~[(3)]~~ **(c)** Qualifications of personnel who will manage the design and construction
160 aspects of the project; and

161 ~~[(4)]~~ **(d)** The names and qualifications of the primary design consultants and the
162 primary trade contractors with whom the design-builder proposes to subcontract or joint
163 venture. The design-builder shall not replace an identified contractor, subcontractor, design
164 consultant, or subconsultant without the written approval of the political subdivision.

165 ~~[10-]~~ **9.** The political subdivision shall evaluate the qualifications of all the design-
166 builders who submitted proposals in accordance with the instructions of the request for
167 proposal. Architectural and engineering services on the project shall be evaluated in
168 accordance with the requirements of sections 8.285 and 8.291. Qualified design-builders
169 selected by the evaluation team may proceed to phase II of the selection process. Design-
170 builders lacking the necessary qualifications to perform the work shall be disqualified and
171 shall not proceed to phase II of the process. This process of short listing shall narrow the
172 number of qualified design-builders to not more than ~~[five]~~ **three** nor fewer than two. Under
173 no circumstances shall price or fees be a part of the prequalification criteria. Design-builders
174 may be interviewed in either phase I or phase II of the process. Points assigned in phase I of
175 the evaluation process shall not carry forward to phase II of the process. All qualified design-
176 builders shall be ranked on points given in phases II and III only.

177 ~~[(1)]~~ **10.** The political subdivision shall have discretion to disqualify any design-
178 builder who, in the political subdivision's opinion, lacks the minimum qualifications required
179 to perform the work.

180 ~~[12-]~~ **11.** Once a sufficient number of no more than ~~[five]~~ **three** and no fewer than two
181 qualified design-builders have been selected, the design-builders shall have a specified
182 amount of time in which to assemble phase II and phase III proposals.

183 ~~[13-]~~ **12.** Phase II of the process shall be conducted as follows:

184 (1) The political subdivision shall invite the top qualified design-builders to
185 participate in phase II of the process;

186 (2) A design-builder shall submit its design for the project to the level of detail
187 required in the request for proposal. The design proposal shall demonstrate compliance with
188 the requirements set out in the request for proposal;

189 (3) The ability of the design-builder to meet the schedule for completing a project as
190 specified by the political subdivision may be considered as an element of evaluation in phase
191 II;

192 (4) Up to twenty percent of the points awarded to each design-builder in phase II may
193 be based on each design-builder's qualifications and ability to design, contract, and deliver the
194 project on time and within the budget of the political subdivision;

195 (5) Under no circumstances shall the design proposal contain any reference to the cost
196 of the proposal; and

197 (6) The submitted designs shall be evaluated and assigned points in accordance with
198 the requirements of the request for proposal. Phase II shall account for not less than forty
199 percent of the total point score as specified in the request for proposal.

200 ~~[4.]~~ **13.** Phase III shall be conducted as follows:

201 (1) The phase III proposal shall provide a firm, fixed cost of design and construction.
202 The proposal shall be accompanied by bid security and any other items, such as statements of
203 minority participation as required by the request for proposal;

204 (2) Cost proposals shall be submitted in accordance with the instructions of the
205 request for proposal. The political subdivision shall reject any proposal that is not submitted
206 on time. Phase III shall account for not less than forty percent of the total point score as
207 specified in the request for proposal;

208 (3) Proposals for phase II and phase III shall be submitted concurrently at the time
209 and place specified in the request for proposal, but in separate envelopes or other means of
210 submission. The phase III cost proposals shall be opened only after the phase II design
211 proposals have been evaluated and assigned points, ranked in order, and posted;

212 (4) Cost proposals shall be opened and read aloud at the time and place specified in
213 the request for proposal. At the same time and place, the evaluation team shall make public
214 its scoring of phase II. Cost proposals shall be evaluated in accordance with the requirements
215 of the request for proposal. In evaluating the cost proposals, the lowest responsive bidder
216 shall be awarded the total number of points assigned to be awarded in phase III. For all other
217 bidders, cost points shall be calculated by reducing the maximum points available in phase III
218 by at least one percent for each percentage point by which the bidder exceeds the lowest bid
219 and the points assigned shall be added to the points assigned for phase II for each design-
220 builder;

221 (5) If the political subdivision determines that it is not in the best interest of the
222 political subdivision to proceed with the project pursuant to the proposal offered by the
223 design-builder with the highest total number of points, the political subdivision shall reject all
224 proposals. In this event, all qualified and responsive design-builders with lower point totals
225 shall receive a stipend and the responsive design-builder with the highest total number of
226 points shall receive an amount equal to two times the stipend. If the political subdivision
227 decides to award the project, the responsive design-builder with the highest number of points
228 shall be awarded the contract; and

229 (6) If all proposals are rejected, the political subdivision may solicit new proposals
230 using different design criteria, budget constraints, or qualifications.

231 ~~[15-]~~ 14. As an inducement to qualified design-builders, the political subdivision shall
232 pay a reasonable stipend, the amount of which shall be established in the request for proposal,
233 to each prequalified design-builder whose proposal is responsive but not accepted. Such
234 stipend shall be no less than one-half of one percent of the total project budget. Upon
235 payment of the stipend to any unsuccessful design-builder, the political subdivision shall
236 acquire a nonexclusive right to use the design submitted by the design-builder, and the
237 design-builder shall have no further liability for the use of the design by the political
238 subdivision in any manner. If the design-builder desires to retain all rights and interest in the
239 design proposed, the design-builder shall forfeit the stipend.

240 **15. The following provisions of this subsection shall apply to a progressive**
241 **design-build project:**

242 (1) **A request for proposal shall be prepared for each progressive design-build**
243 **contract, containing at a minimum the following elements:**

244 (a) **The procedures to be followed for submitting proposals, the criteria for**
245 **evaluating proposals and their relative weight, and the procedures for making awards;**

246 (b) **The proposed terms and conditions for the progressive design-build contract,**
247 **if available;**

248 (c) **The design criteria package;**

249 (d) **A description of the project approach elements, or other information to be**
250 **submitted with the proposal, or other information that will be acceptable;**

251 (e) **A schedule for planned commencement and completion of the progressive**
252 **design-build contract, if any;**

253 (f) **Budget limits for the progressive design-build contract, if any;**

254 (g) **Requirements including any available ratings for performance bonds,**
255 **payment bonds, and insurance, if any; and**

256 (h) **Any other information that the political subdivision in its discretion chooses**
257 **to supply including, but not limited to, surveys, soil reports, drawings of existing**

258 structures, environmental studies, photographs, references to public records, or
259 affirmative action and minority business enterprise requirements consistent with state
260 and federal law.

261 (2) The political subdivision shall solicit proposals in a two-stage process. Phase
262 I shall be the solicitation and evaluation of the qualifications of design-builders. Phase
263 II shall be the solicitation and evaluation of proposals describing the design-builder's
264 approach to design development, preconstruction services, and construction of the
265 project.

266 (3) The political subdivision shall review the submissions of the proposals and
267 assign points to each proposal in accordance with this section and as set out in the
268 instructions of the request for proposal.

269 (4) Phase I shall require all design-builders to submit a statement of
270 qualification that shall include, but not be limited to:

271 (a) Demonstrated ability to perform projects comparable in design, scope, and
272 complexity;

273 (b) References of owners for whom design-build projects or progressive design-
274 build projects, construction projects, or design projects have been performed;

275 (c) Qualifications of personnel who will manage the design and construction
276 aspects of the project; and

277 (d) The names and qualifications of the primary design consultants and the
278 primary trade contractors with whom the design-builder proposes to joint venture. The
279 design-builder shall not replace an identified contractor or design consultant without
280 the written approval of the political subdivision.

281 (5) The political subdivision shall evaluate the qualifications of all the design-
282 builders who submitted proposals in accordance with the instructions of the request for
283 proposal. Architectural and engineering services on the project shall be evaluated in
284 accordance with the requirements of sections 8.285 and 8.291. Qualified design-builders
285 selected by the evaluation team may proceed to phase II of the selection process.
286 Design-builders lacking the necessary qualifications to perform the work shall be
287 disqualified and shall not proceed to phase II of the process. This process of short-
288 listing shall narrow the number of qualified design-builders to not more than three but
289 not less than two. Under no circumstances shall price or fees be a part of the
290 prequalification criteria. Design-builders may be interviewed in either phase I or phase
291 II of the process. Points assigned in phase I of the evaluation process shall not carry
292 forward to phase II of the process. All qualified design-builders shall be ranked on
293 points given in phase II only.

294 **(6) The political subdivision shall have discretion to disqualify any design-**
295 **builder who, in the political subdivision's opinion, lacks the minimum qualifications**
296 **required to perform the work.**

297 **(7) Once a sufficient number of no more than three but not less than two**
298 **qualified design-builders have been selected, the design-builders shall have a specified**
299 **amount of time in which to assemble phase II proposals.**

300 **(8) Phase II of the process shall be conducted as follows:**

301 **(a) The political subdivision shall invite the top qualified design-builders to**
302 **participate in phase II of the process;**

303 **(b) Each invited design-builder shall submit a proposal describing its approach**
304 **to design development, collaboration with the political subdivision, and delivery of**
305 **preconstruction and construction services. The proposal shall not include any**
306 **construction pricing;**

307 **(c) The proposal shall demonstrate understanding of the project goals and may**
308 **address:**

309 **a. Approach to design integration, cost estimating, scheduling, and value**
310 **engineering during preconstruction;**

311 **b. Approach to subcontractor outreach, selection, and participation;**

312 **c. Approach to establishing transparent pricing for the preconstruction and**
313 **construction phase; and**

314 **d. Any innovations, or risk-management strategies proposed for the project;**

315 **(d) Evaluation of phase II proposals shall be qualifications-based. Price**
316 **consideration shall be for preconstruction phase services only and may be in the form of**
317 **proposed rates, fees, or other acceptable forms as determined by the political**
318 **subdivision;**

319 **(e) The political subdivision shall rank the phase II proposals according to the**
320 **criteria and weighting established in the request for proposals and may conduct**
321 **interviews as part of the evaluation;**

322 **(f) Following evaluation, the political subdivision may enter into negotiations**
323 **with the highest-ranked design-builder to establish a preconstruction services**
324 **agreement. If the parties are unable to reach an agreement, the political subdivision**
325 **may terminate negotiations and commence negotiations with the next highest-ranked**
326 **design-builder; and**

327 **(g) During the preconstruction phase, the design-builder and the political**
328 **subdivision shall collaborate to advance the design to a level sufficient to establish a**
329 **fixed contract amount or guaranteed maximum price, consistent with agreed-upon**

330 **milestones and deliverables. Upon acceptance of the price and contract terms, the**
331 **parties may amend the contract to authorize construction.**

332 **(9) The provisions of this subsection shall expire on August 28, 2036.**

333 16. (1) As used in this subsection, "wastewater or water contract" means any design-
334 build contract **or progressive design-build contract** that involves the provision of
335 engineering and construction services either directly by a party to the contract or through
336 subcontractors retained by a party to the contract for a wastewater or water storage,
337 conveyance, or treatment facility project.

338 (2) Any political subdivision may enter into a wastewater or water contract for
339 design-build **or progressive design-build** of a wastewater or water project.

340 (3) In disbursing community development block grants under 42 U.S.C. Sections
341 5301 to 5321, the department of economic development shall not reject wastewater or water
342 projects solely for utilizing wastewater or water contracts.

343 (4) The department of natural resources shall not preclude wastewater or water
344 contracts from consideration for funding provided by the water and wastewater loan fund
345 under section 644.122.

346 (5) A political subdivision planning a wastewater or water design-build project **or**
347 **progressive design-build project** shall retain an engineer duly licensed in this state to assist
348 in preparing any necessary documents and specifications and evaluations of design-build **or**
349 **progressive design-build** proposals.

350 17. The payment bond requirements of section 107.170 shall apply to ~~the~~ design-
351 build ~~project~~ **projects and progressive design-build projects**. All persons furnishing
352 design services shall be deemed to be covered by the payment bond the same as any person
353 furnishing labor and materials. The performance bond for the design-builder shall not cover
354 any damages of the type specified to be covered by the professional liability insurance
355 established by the political subdivision in the request for proposals.

356 18. Any person or firm performing architectural, engineering, landscape architecture,
357 or land-surveying services for the design-builder on the design-build project **or progressive**
358 **design-build project** shall be duly licensed or authorized in this state to provide such services
359 as required by chapter 327.

360 19. Any political subdivision engaged in a project under this section which impacts a
361 railroad regulated by the Federal Railroad Administration shall consult with the affected
362 railroad on required specifications relating to clearance, safety, insurance, and
363 indemnification to be included in the construction documents for such project.

364 20. Under section 327.465, any design-builder that enters into a design-build contract
365 **or progressive design-build contract** with a political subdivision is exempt from the
366 requirement that such person or entity hold a license or that such corporation hold a certificate

367 of authority if the architectural, engineering, or land-surveying services to be performed
368 under the design-build contract are performed through subcontracts or joint ventures with
369 properly licensed or authorized persons or entities, and not performed by the design-builder or
370 its own employees.

371 21. This section shall not apply to:

372 (1) Any metropolitan sewer district established under Article VI, Section 30(a) of the
373 Constitution of Missouri; or

374 (2) Any special charter city, or any city or county governed by home rule under
375 Article VI, Sections 18(a) to 18(r) or 19 of the Constitution of Missouri that has adopted a
376 design-build process **or progressive design-build process** via ordinance, rule, or regulation.

✓