

November 12, 2009

Dear Consultant:

The **City of Union** is requesting the services of a consulting engineering firm to perform the described professional services for the project included on the attached list. If your firm would like to be considered for these consulting services, you may express your interest by responding to the appropriate office, which is indicated on the attachments. Limit your letter of interest to no more than 10 pages. This letter should include a statement to indicate why your firm is interested in the project. It should also include any other information which might help us in the selection process, such as the persons or team you would assign to each project, the backgrounds of those individuals, and other projects your company has recently completed or are now active.

DBE firms must be certified by the Missouri Department of Transportation in order to be counted as participation towards an established DBE Goal. We encourage DBE firms to submit letters of interest as prime consultants for any projects they feel can be managed by their firm.

We request all letters be received by 4:00 pm, November 30, 2009 at the appropriate office.

Sincerely,

*Jonathan Zimmermann*  
*City Engineer*

<i>City of Union, Independence Drive Sidewalks</i>	
<b>Federal Aid No:</b> <i>STP-6200(602)</i>	
<b>Location:</b> <i>Union, Missouri</i>	
<b>Proposed Improvement:</b> <i>Sidewalk Improvements</i>	
<b>Length:</b> <i>2.02 Miles</i>	
<b>Approximate Construction Cost:</b>	<i>\$328,000.00</i>
<b>Consultant Services Required:</b>	<i>Construction Administration and Inspection.</i>
<b>Other Comments:</b> <i>See attached detailed RFQ</i>	
<b>Contact:</b>	<i>Jonathan Zimmermann, City Engineer City of Union 500 East Locust Union, MO 63084 636-583-1805 engdept@ci.union.mo.us</i>
<b>Deadline:</b>	<i>4:00 PM, November 30, 2009</i>

Fig. 6-7

November 12, 2009

**REQUEST FOR QUALIFICATIONS  
FOR  
CONSTRUCTION ENGINEERING SERVICES  
FOR  
CITY OF UNION STP PROJECT  
(Independence Drive Sidewalks Project)**

The City of Union is requesting Statements of Qualifications for the above-referenced project.

Interested firms should submit three copies of their Statement of Qualifications.

**QUALIFICATION STATEMENT MUST BE RECEIVED BY:**

November 30, 2009 @ 4:00 PM

Submittal received after above time and date will not be considered

**PLEASE SEND TO:**

City of Union,  
Attention: Jonathan Zimmermann, City Engineer  
City of Union  
500 East Locust  
Union, MO 63084  
636-583-1805  
engdept@ci.union.mo.us

**BRM Project Description:**

The project will include professional construction engineering services that must be provided in accordance with MoDOT Public Agency STP Guidelines and the new rules which have been recently instituted.

Should you believe that your firm is qualified within the disciplines of construction engineering and inspection services and would like to be considered, we would appreciate your submission of qualifications based on the following criteria:

1. The specialized experience and technical competence of the firm with respect to the type of services required.

2. Experience meeting requirements of the Federal Highway Administration, the Missouri Department of Transportation and Local Public Agency Process for STP funded projects. In addition, experience performing construction engineering services on STP projects in accordance with the MoDOT LPA Manual regarding Construction Testing and Inspection.
3. The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project.
4. The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules.
5. The firm's proximity to and familiarity with the area in which the project is located.

## **ATTACHMENT 2**

### **INDEMNIFICATION AND INSURANCE REQUIREMENTS**

#### **INDEMNIFICATION**

To the fullest extent permitted by law, Engineer, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City of Union, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Engineer relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Engineer's and Subcontractor's employees.

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

#### **INSURANCE**

General. Without limiting any obligations or liabilities of Engineer, Engineer shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Missouri (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Missouri (non-



3. All policies, except Professional Liability insurance, waive rights of recovery (subrogation) against City of Union, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Engineer under this Contract.
4. Certificate shall cite a 30-day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

### **GENERAL INFORMATION**

1. Instructions – The City of Union shall not be held responsible for any oral instructions. Any changes to this Request for Statement of Qualifications will be in the form of an addendum.
2. City Rights – The City of Union reserves the right to reject any or all Statements of Qualifications, to waive any informality or irregularity in any Request for Statements of Qualifications received, and to be the sole judge of the merits of the respective Statements of Qualifications.
3. Release of Project Information – The City of Union shall coordinate the release of all public information concerning the project, including selection announcements and contract awards. Firms desiring to release information to the public must receive prior written approval from the City.
4. Contact with City Employees – All firms interested in this project (including the firm’s employees, representatives, agents, lobbyists, attorneys, and sub consultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Board of Aldermen, the City Administrator, City Clerk, City Engineer, Department Heads and other staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public, and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified above.