



LEGAL NOTICE

REQUEST FOR QUALIFICATIONS

St. Charles County RFQ #23-067

MoDOT Project #SL0119/SL0161

For

**CONSULTANT SERVICES –
I-70 North Outer Road Extension Project**

**ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI**

St. Charles County is seeking Statement of Qualifications from Professional Service Firms to provide **Consultant Services for I-70 North Outer Road Extension Project** for the County. The County reserves the right to terminate the contract for reasons of violations by the successful proposer of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

INSTRUCTIONS

One [1] signed original and one [1] signed copy of the Statement of Qualifications must be received in a sealed envelope plainly marked “**23-067 I-70 North Outer Road Extension**” with the due date and time in the lower left corner of the envelope.

An authorized representative of the company/person submitting the statement of qualification must sign it in blue ink.

Statements of Qualifications must be submitted to the St. Charles County Finance Department, 201 North Second Street, Room 541, St. Charles, MO 63301 prior to **11/09/2023 at 2:00 PM**.

St. Charles County reserves the right to accept and/or reject any and all proposals.

INQUIRIES

Any questions or clarifications concerning this RFQ must be submitted in writing to:

Kurt Mandernach, Purchasing Manager
St. Charles County Government
Finance Department
201 North Second St
St. Charles, Missouri 63301
kmandernach@sccmo.org

For questions or inquiries concerning the specifications please contact:

Amanda Brauer, Manager
St. Charles County Government
Roads and Traffic Department
201 North Second St
St. Charles, Missouri 63301
Fax: (636)949-3074
abrauer@sccmo.org

- The RFQ number and title shall be referenced on all correspondence.
- All questions must be received no later than **5:00 PM** on **11/02/2023**
- Any question received after this deadline may not be answered.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled “Inquiries”, concerning this request is prohibited PRIOR TO PROPOSAL DUE DATE. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County.

Any Offeror engaging in such prohibited communications prior to proposal due date may be disqualified at the sole discretion of St. Charles County.

TERMS AND CONDITIONS

- St. Charles County reserves the right to reject any and all Qualifications.
- No additions, deletions, corrections, or adjustments will be accepted after submissions are opened.
- The electronic version of this proposal/RFQ is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this proposal/RFQ on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- An authorized officer of the company submitting the response must sign all copies, in blue ink.
- Vendors must submit four [4] signed copies of their statement of qualifications; one is to be an original and so marked.
- Prices for services should not be included in submitted responses.
- St. Charles County will not award any proposal to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.
- Sealed submissions received after the designated time of the receipt of the sealed statements will not be opened.
- The successful firm is specifically denied the right of using in any form or medium the names of St. Charles County or any other public agency of St. Charles County Government for public advertising unless express written permission is granted.
- All firms must possess the necessary and appropriate business and/or professional licenses in their field.
- Award will be made to the firm best qualified and capable of performing the desired work, subject to successful contract negotiations.
- INSURANCE:

Errors and Omissions (Professional Liability): With limits of not less than \$1.0 million per claim/\$2.0 million aggregate covering all services provided by the Contract. Coverage to be written on a claims-made basis.

Commercial General Liability (CGL): \$1,000,000/\$3,000,000 including Products/Completed Operations. CGL coverage shall cover all liability arising from premises, operations, independent contractor and personal injury and liability assumed under an insured contract.

Automobile Liability: covering liability arising out of the use of any owned, hired, leased or non-owned vehicle in an amount of no less than \$1,000,000 per occurrence.

Workers Compensation/Employer's Liability: Statutory WC limits as required by the Statutes of the State of Missouri, (or a qualified self-insurer) and Employers Liability in an amount of no less than \$1.0 million.

Excess Umbrella: liability with a limit of no less than \$1,000,000 in excess of the above policies.

- All insurance to be written through a company duly authorized to do business in the State of Missouri with an A.M. Best Rating of A-IX or higher.
- The Professional Liability, CGL, Automobile and Umbrella policies shall be endorsed to include the County as an additional insured and provide for 30 days advance 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 provided by the "Firm" shall be primary insurance with respect to any other insurance or 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.

Certification

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

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

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

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

Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity (Firm), the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (**E-Verify**) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business

entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

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

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a Qualification solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for **one year** from the date of the notarized affidavit.

**** PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Firm, and the Department of Homeland Security - Verification Division

The online address to enroll in the E-verify program is:

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

Veteran Friendly Employment Policy

"Indicate whether you have developed a veteran friendly employment policy and, if so, attach a copy of such policy to your response as a point of information."

_____ "YES" our company has a veteran friendly employment policy.

_____ "NO" our company does not have a veteran friendly employment policy.

Please include a copy of your veteran friendly employment policy with your submission.

Open Records

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

**CONSULTANT SERVICES –
I-70 North Outer Road Extension Project
MoDOT Project #SL0119/SL0161**

St. Charles County (referred to hereafter as County) seeks a qualified consultant to assist the County in the system operations, maintenances, and management of the County Highways and ITS in St. Charles County.

Qualifications are due on **Thursday, 11/09/2023 at 2:00 p.m.** local time to the following address:

Kurt Mandernach
Purchasing Manager
St. Charles County Government
201 North Second St, Room 541t. Charles, MO 63301

Late proposals will be returned unopened. Four (4) copies of the proposal are required, one (1) is to be an original and so marked. **Faxed or emailed proposals will not be accepted.**

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Section I: Scope of Work

St. Charles County is seeking assistance of a consultant for design, project management, right-of-way procurement, and utility relocation of roadway improvements to construct a westbound one-way outer road north of I-70 from MO 94 to Zumbahl Road with slip ramps. The scope also includes designing a signalized thru movement on the northern end of the single point urban interchange (SPUI) of I-70 and MO 94 and tie in connector road to Hawks Nest Drive.

In addition to the scope called out above, an Access Justification Report (AJR) update to the I-70 Cave Springs to Fairgrounds Project will be required in order to include the completion of the North Outer Road (NOR) segment from MO 94 to Zumbahl Road, the signalized thru movement at the westbound ramps of the I-70 and MO 94 SPUI, and the connector road from NOR to Hawks Nest Drive. Additionally, a connection may be included from NOR to Droste Road extension.

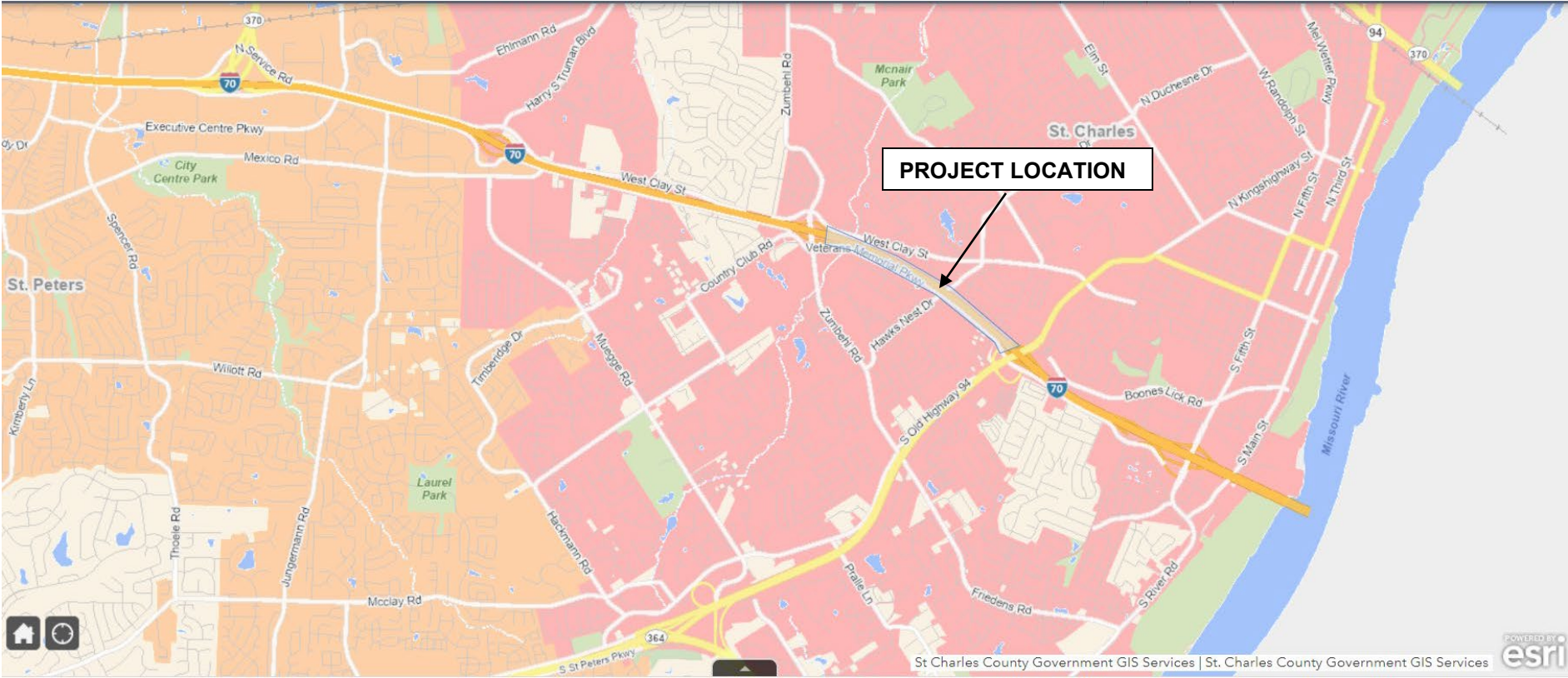
Proof of concept will be required prior to beginning detailed design. This will require preliminary design work as well as traffic engineering and safety analysis to verify the viability of the concept. A conceptual report and plan including narrative of how the conceptual solution is in-line with the already established goals of the current design-build project and documentation of informed consent through public engagement will be required.

Additionally, the consultant will need to develop signal timing plans for the SPUI of I-70/MO 94 that incorporates the new thru movement, the intersection of the new connector road and Hawk's Nest Drive, and the SPUI of I-70/Zumbahl due to shift in traffic volumes to ensure the interchanges and network of intersections are operating at their fullest potential.

Project Location

The project outlined herein is within the City of St. Charles in the State of Missouri. The project limits are from MO 94 (First Capitol Drive) to Zumbahl Road. See **Exhibit A** for project location. A conceptual layout is available upon request.

Exhibit A – Location Map



The consultant will be responsible for all aspects of work needed to complete the project requirements as outlined in the following Project Details. Tasks include but are not limited to the following:

- Design
- AJR Update
- NEPA Classification and Environmental and Cultural Requirements
- Public Meeting
- Right-of-way Procurement
- Utility Coordination
- Project Managing and Missouri Department of Transportation's (MoDOT) Local Public Agency (LPA) process
- Coordination with I-70 Cave Springs Fairgrounds project

This project received MoDOT's Cost Share funds which must be obligated in MoDOT FY2024. Therefore, the tentative schedule for this project is to complete design and bid documents in March 2024 in order to award the construction contract in May 2024.

Project Details

Design

This task involves a full design of a new westbound one-way outer road north of I-70 from MO 94 to Zumbehl Road. The outer road will have two continuous lanes with slip ramps on and off to and from westbound I-70. I-70/MO 94 SPUI westbound on ramp and Zumbehl Road off ramp will need to be modified to connect to the outer road. The design will include modifications to the north end of I-70/MO 94 SPUI interchange to incorporate a signalized through movement. Part of the design will incorporate a connector road to Hawks Nest Drive.

The design will include several design elements but not limiting to enclose and open drainage, extension of a triple box culvert, cut and fill, grading, signal modifications, roadway pavement and base, retaining walls, barrier walls, traffic control items, maintaining minimum bridge clearance, etc.

AJR Update

This task involves providing the necessary analysis to incorporate into the existing I-70 Design Build AJR for the through movement at I-70/MO 94 SPUI and the connector road from the outer road to Hawks Nest Drive.

NEPA Classification and Environmental and Cultural Requirements

The consultant will be required to submit the LPA Request for Environmental Review (RER) to the MoDOT district contact.

Public Meeting

The consultant will be required to prepare documents for and involve the project stakeholders and public by hosting an open house public meeting.

Right-of-way Procurement

The consultant will be responsible for procuring any right-of-way necessary for this project including permanent, construction, temporary, and utility easements. Existing right-of-way widths spans from 50ft to 100ft from the northside of I-70 edge of pavement. It is anticipated that limited right-of-way will be needed but easements will be.

Utility Coordination

There are several utilities located north of I-70 within the project limits. Most of the utilities will need to be relocated into utility easements outside of the outer road improvements. Once preliminary plans have been approved, the consultant will be responsible for coordinating with all identified utility companies this includes but not limiting to providing notices, corresponding, plans of adjustment, utility relocation contracts, etc.

Project Managing and MoDOT LPA Process

The consultant shall demonstrate good project management practices, including communication with the County and MoDOT, management of time and resources, and documentation. The improvements are within MoDOT's right-of-way; therefore, will be utilizing the latest Missouri Standard Specifications for Highway Construction and referencing MoDOT's engineering policy guide. The County will be using MoDOT's Local Public Agency policy as a guide in conjunction with references mentioned above.

Coordination with I-70 Cave Springs Fairgrounds project

The ongoing I-70 Cave Spring Fairgrounds design-build project encompasses the limits of the I-70 North Outer Road Extension Project. Therefore, coordination with the design-build project team will be required in order to ensure alignment and compatibility of the two projects.

Section II: Qualifications for the Project

1. **Letter of Interest.** The responding firm must provide a letter of interest limited to seven pages maximum. This letter should include a statement to indicate your firm's understanding of the project. It should also include any other information which might help us in the selection process, including key personnel you would assign to the project and the backgrounds of those individuals, and any sub-consultants you would propose to use, and an indication of your firm's approach to promoting and developing a diverse workforce. The letter must include name, phone number, and email address of the person who the County should contact in the event that questions arise regarding the firm's submission.
2. **Qualifications.** Please attach up to four pages with detailed information on similar projects that your key personnel have worked on. Indicate the role your key personnel played in the projects and include reference contact information.
3. **Schedule.** Please provide a proposed schedule including project milestones and deliverables limited to one page.
4. Subcontractors List
5. Disadvantage Business Enterprise (DBE) List. The **DBE Goal is 10%.**
6. Statement of Qualification (RSMo 8.285 through 8.291)
7. Affidavit of Compliance with the Federal Work Authorization Program
8. E-Verify Memorandum of Understanding (15 CSR 60-15.020)

Section III: Evaluation Criteria

The County will evaluate firms based on:

- Past Performance – projects of similar size and scope (maximum of 35 points)
- Qualifications of Personnel Assigned – qualities/experience of individual employees to be designated to the various tasks for this specific job (maximum of 25 points)
- Familiarity/Capability – basic technical/engineering knowledge of the I-70 corridor (maximum of 15 points)
- General Experience of Firm – staff experienced in the tasks mentioned above (maximum of 15 points)
- Accessibility of Firm and Staff – knowledge/aquaintance of the area and/or previous responsiveness of local needs (maximum of 10 points)

Firms will be evaluated based on satisfaction of scope requirements and deliverables.

Section IV: Selection Procedures

A consultant will be selected by St. Charles County after analysis of all information provided in the proposals. Interviews and presentations will not be required.

This request does not commit the County to award a contract, to pay any costs incurred in preparation of a response to this invitation, or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all responses received as a result of this request, or to cancel this request in part or in its entirety if it is in the best interest of the County to do so. Respondents shall not offer any gratuities, favors or anything of monetary value to any officer, employee, agent, or director of the County or its project partners for the purpose of influencing favorable disposition toward either their proposal or any other proposal submitted as a result of the Request for Proposals.

The County reserves the right to suggest to any or all respondents to this RFQ that such respondents form into teams or organizations deemed to be advantageous to the County in performing the scope of work. The County will suggest the formation of such teams when such relationships appear to offer combinations of expertise or abilities not otherwise available.

Respondents have the right to refuse to enter into any suggested relationship.

All proposals submitted hereunder become the exclusive property of the County.

Exception Sheet

If the item(s) and/or services proposed in the response to this Request for Qualifications is in any way different from that contained in this Request for Qualifications, the Firm is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the Firm's offer is in total compliance with all aspects of the proposal or Qualification.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: _____

Signature: _____

Title: _____

Company: _____

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE QUALIFICATION

Audit Clause for Contracts

Examination of Records

The Firm's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, sub-consultant files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Firm must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Firm is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Firm's operations, obtained during audits, will be kept confidential.

The Firm will require all sub-consultants under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the sub-consultants.

Firm Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____
(Indicates acceptance of all Qualification terms and conditions)

Date: _____

AFFIDAVIT OF WORK AUTHORIZATION

The Firm who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as
_____(Position/Title) first being duly sworn on my oath, affirm
_____(Business Entity Name) is enrolled
and will continue to participate in the E-Verify federal work authorization program with respect to
employees hired after enrollment in the program who are proposed to work in connection with the
services related to contract(s) with the County for the duration of the contract(s), if awarded in
accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____
_____(Business Entity Name) does not and will not knowingly employ a
person who is an unauthorized alien in connection with the contracted services provided to the
contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands
that false statements made in this filing are subject to the penalties provided under section 575.040,
RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

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

Signature of Notary

Date