



LEGAL NOTICE

REQUEST FOR QUALIFICATIONS

St. Charles County RFQ #24-058

CMAQ-7302 (708)

For

**CONSULTANT SERVICES –
Route N and Hopewell / Duello Intersection and Path Improvements**

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

St. Charles County is seeking Statement of Qualifications from Professional Service Firms to provide **Consultant Services for Route N and Hopewell / Duello Intersection and Path Improvements 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, one [1] signed copy, and one [1] digital copy of the Statement of Qualifications must be received in a sealed envelope plainly marked “**24-058 Route N and Hopewell / Duello Intersection and Path Improvements**” 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 **2/29/2024 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:

Matt Seggerman, Project Manager
St. Charles County Government
Roads and Traffic Department
201 North Second St
St. Charles, Missouri 63301
Fax: (636)949-7500 ext 3453
mseggerman@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 **2/23/2024**
- 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 two [2] signed copies of their statement of qualifications; one is to be an original and so marked. One [1] digital copy saved to USB shall also be submitted.
- 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.

RFQ 24-058

**CONSULTANT SERVICES –
Route N and Hopewell / Duello Intersection and Path Improvements
CMAQ-7302 (708)**

St. Charles County (referred to hereafter as County) seeks a qualified consultant to assist the County in to design the Route N and Hopewell / Duello Intersection and Path Improvements Project

Qualifications are due on **Thursday, 2/29/2024 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. Two (2) copies of the proposal are required, one (1) is to be an original and so marked. One [1] digital copy saved to USB shall also be submitted. **Faxed or emailed proposals will not be accepted.**

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Section I: Scope of Work

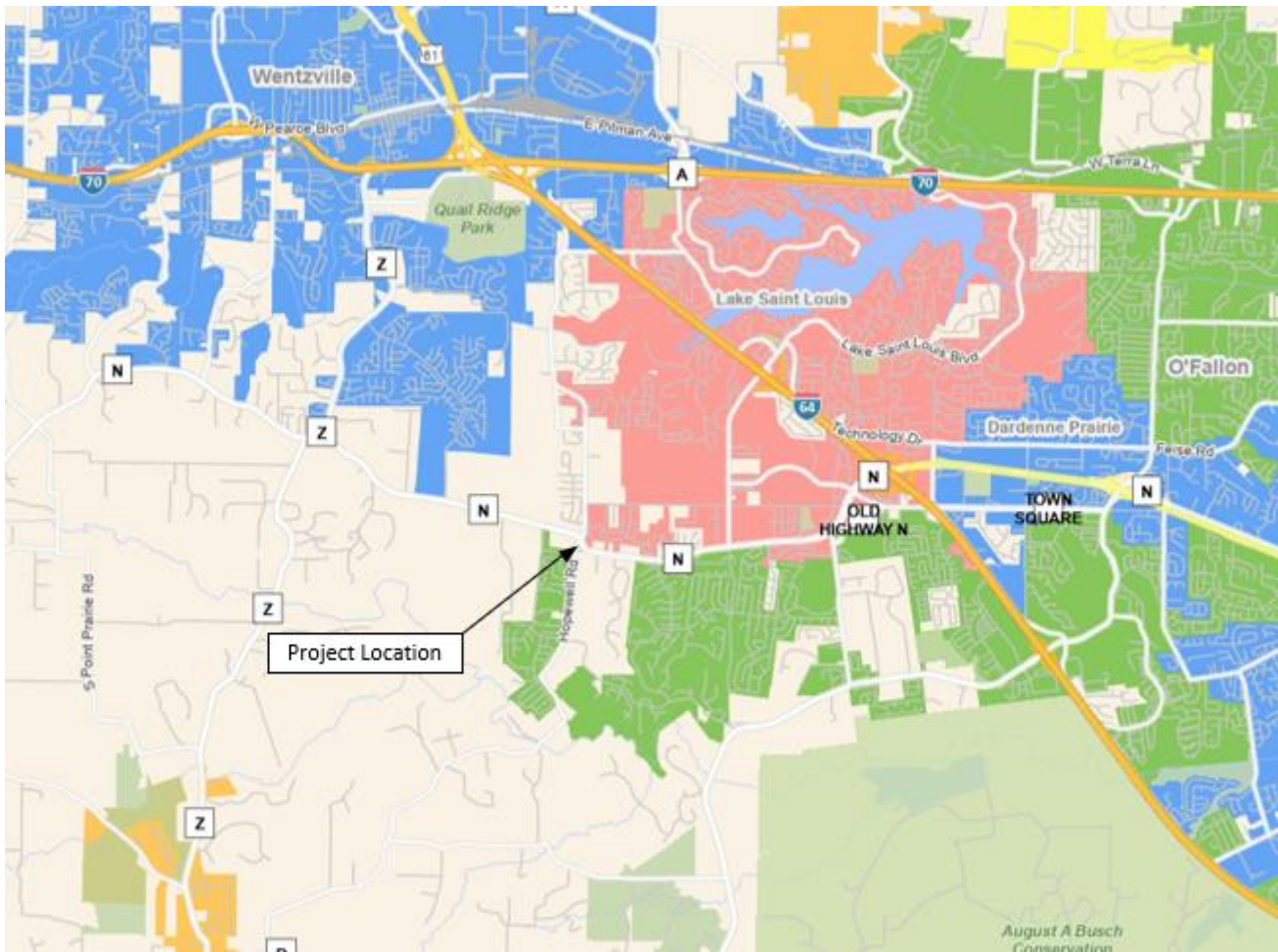
St. Charles County has received CMAQ funding to provide intersection improvements at Route N and Hopewell/Duello Rd. The intersection will be designed to construct a signal with the intent to accommodate the future widening of Route N. MoDOT recently hired a consultant to perform conceptual and preliminary design of widening Route N. The County will coordinate closely with MoDOT during design. Also, St. Charles County recently finished a construction project that realigned Hopewell Rd across from Duello Rd in anticipation of constructing a signal in the future.

In addition to the signalizing the intersection, the consultant will design a path connection across Route N. The County Highway Department (Hwy Dept) will be constructing a path north along Duello Road and south along Hopewell Road. The Hwy Dept is currently in ROW phase of the Duello Rd portion and has received 2022 STP funds for the Hopewell Rd portion. From the project improvements attachment, there is a call out for a temporary path and using Old Hopewell Loop Rd to get around a private lot located in the SE quadrant. The County will provide additional details during scoping and fee stage.

Project Location

The project outlined herein is within St. Charles County in the State of Missouri. The project location is at the intersection of Route N and Duello Rd/Hopewell Rd (see **Exhibit A**). 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
- Assistance in the completing NEPA documentation
- Public Meeting
- Right-of-way Procurement
- Utility Coordination
- Project Managing and Missouri Department of Transportation's (MoDOT) Local Public Agency (LPA) processes
- Coordination with Route N Design Consultant
- Schedule

Project Details

Design

This task involves a full design of a traffic signal at the intersection of Route N and Duello/Hopewell Rd. The signal posts will be designed and constructed to allow for additional lanes on Route N so that they will not need to be relocated during the widening of Route N. Pin on concrete islands can be utilized to maintain lane configuration through the intersection. These can be easily removed during the widening construction project. Also, part of the design will be to connect the shared used path across Route N from Duello and Hopewell.

The design will include several design elements not limited to enclosed and open drainage if necessary, traffic signal items, pedestrian/bike components, grading, roadway pavement and base, traffic control/MOT items, etc.

Assistance in the completing NEPA documentation

The consultant will assist the County in the NEPA determination process. The County will submit the request for environmental review but might need assistance on some of the tasks such as if 106 investigations via an archaeological survey. More details can be discussed during the scope and fee stage.

Public Meeting

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

Right-of-way Procurement

The consultant will be responsible for precuring any right-of-way necessary for this project including permanent, construction, temporary, and utility easements. It is anticipated that limited right-of-way will be needed but possibly easements will be needed for the shared use path.

Utility Coordination

There are several utilities located within the project limits; however, most utilities should have been relocated to outer edges during the realignment project. Once preliminary plans have been approved, the consultant will be responsible for coordinating with all identified utility companies this includes but is not limited to providing notices, correspondence, plans of adjustment, utility relocation contracts, etc.

Project Managing and MoDOT LPA Processes

The consultant shall demonstrate good project management practices, including communication with the County, MoDOT, and Route N Design Consultant; 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 Route N Design Consultant

A Design Consultant has been hired to design the widening of Route N from Route Z to Hawk Ridge Trail and it will be critical to coordinate with this project team. By the time a contract is executed, the Route N Design Consultant should have a recommended layout of what Route N will be.

Schedule

Schedule will be dependent on how far along Route N Widening Project is. Here is the proposed schedule:

- ESC Executed and Approved: 5/2024
- Preliminary Plans Submitted: 11/2024
- ROW: TBD, not anticipated
- PS&E Submitted: 6/2025 or sooner
- Bid Opening: 10/2025 or sooner (*EWG funds could be moved up and bid opening could occur sooner*)

Section II: Qualifications for the Project

1. **Letter of Interest.** The responding firm must provide a letter of interest limited to three 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 traffic signal and ped/bike design (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: _____

Anti-Discrimination Against Israel Act Certification

1. Pursuant to Section 34.600 of the Revised Statutes of Missouri, St. Charles County shall not enter into a contract to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
2. **This requirement shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.**
3. Vendor affirms they have reviewed the requirements and definitions contained in RSMo. § 34.600.

Vendor hereby certifies they have complied with the terms of RSMo § 34.600, as applicable to this agreement, and will comply for the duration of the contract period.

Vendor

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