Title: Bike and Pedestrian Facilities from Katy Trail to Matson Hill Par  RFQ  RFP  RFQ/RFP #: 19-146
Dept: Parks and Recreation  Contact Person: Ryan Graham  Ext.: 

Description (service, justification and use):

This request is for approval of a professional services contract with TWM for design and engineering service for the development of a multi-modal pathway from the Katy Trail to the Hays Home in Matson Hill Park.

This project will create a scenic historical connection between the Katy Trail and the Historic Daniel Boone Hays home in Matson Hill Park.

The scope of work shall include a route feasibility analysis, survey work, Geo-technical investigations, design development and construction plan documents.

TWM was selected from four different design firms that submitted proposals for this project.

This project was approved as part of the Parks Capital Plan in August 2019 and as part of the 2020 County Budget December 2020. The total cost of this project is $353,335.29 and will be paid out of FY2020 Site Development (7150) line item.

Award to: TWM, INC.  Location: 4940 Old Collinsville Road, Swansea, IL 62226

Was the vendor pre-qualified? Yes  No

Total negotiated price: $353,335.29  Contract term: ________________ with ________________ renewals.

Price break-down (if applicable): ________________________________________________

Proposal opening held on: 11/1/2019  Opened by: Kurt Mandernach, Purchasing

Account number to be charged for purchase: 245330047150

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

Additional RFQs/RFPs Received

The following additional responses were received:

Vendor: TWM, Inc Location: Swansea, IL

Vendor: Lochmueller Group Location: St. Peters, MO

Vendor: Alta Planning and Design Location: Kirkwood, MO

Vendor: Cole and Associates Location: St. Charles, MO

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

[Signature]

Approval or Concurrence of Director of Finance

Date

6/22/2020

5/22-20

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

[Signature]

Date
AGREEMENT

Between

ST. CHARLES COUNTY, MISSOURI

and

THOUVENOT, WADE & MOERCHEN, INC.

for

CONSULTANT SERVICES FOR

Katy Trial to Matson Hill Park Multi-Modal Trail Engineering and Design Services

IN ST. CHARLES COUNTY, MISSOURI
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### EXECUTION PAGES

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- EXHIBIT A: PHASES FOR SCOPE OF SERVICES
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AGREEMENT

Between

ST. CHARLES COUNTY, MISSOURI

and

THOUVENOT, WADE & MOERCHEN, INC.

for

CONSULTANT SERVICES FOR

Katy Trail to Matson Hill Park Multi-Modal Trail Engineering and Design Services

IN ST. CHARLES COUNTY, MISSOURI

This is an Agreement between: ST. CHARLES COUNTY, MISSOURI, a charter county and political subdivision of the State of Missouri, its successors and assigns, hereinafter referred to as "COUNTY;"

AND

THOUVENOT, WADE & MOERCHEN, INC., a Missouri corporation doing business with its principal offices at 4940 Old Collinsville Road, Swansea, IL 62226, 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: County’s Director of Facilities Management, or some other employee expressly designated as Contract Administrator in writing by the County’s
Director of 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**: Katy Trail to Matson Hill Park Multi-Modal Trail Engineering and Design Services

**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 utilized a process consistent with Sections 8.285 through 8.291, RSMo, to select CONSULTANT to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and a three-person committee for 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, provided that such negotiations conclude and a corresponding contract amendment and/or new contract is entered into no later than three years from the date of the Notice to Proceed. 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
COMPENSATION AND METHOD OF PAYMENT

5.1 AMOUNT AND METHOD OF 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, Hourly Charges as described in Section 5.2 up to a maximum amount not-to-exceed $305,753.35 and to reimburse CONSULTANT for Reimbursables as described in Section 5.3, up to a maximum amount not-to-exceed $47,581.94, for a total maximum amount not-to-exceed $353,335.29. 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.

5.2 HOURLY CHARGES

The term Hourly Charges as used herein shall mean the hourly rate as shown on Exhibit B, attached hereto and made a part hereof, inclusive of the overhead and fees charges listed in said exhibit, paid for all personnel engaged directly on the Project including, but not limited to, principals, architects, engineers, draftspersons and clerks. Said Hourly Charges are to be used only for time directly attributable to the Project. CONSULTANT shall keep a detailed breakdown of the costs incurred current and readily accessible to COUNTY and shall promptly provide same to COUNTY upon request.

5.2.1 For any subconsultant hired by CONSULTANT, CONSULTANT shall use a subconsultant agreement providing for fees to be paid to the subconsultant at specified hourly rates, not to exceed a designated maximum fee that must be consistent with the monetary limitations of this Agreement. Any subconsultant fees shall be billed as Hourly Charges with no "markup." Subconsultant fees shall not be billed as Reimbursables.

5.3 REIMBURSABLES

5.3.1 Direct, non-personnel 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 part b) below. 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 (Geotechnical Explorations) approved by Contract Administrator.

f) Identifiable Mobile LiDAR approved by Contract Administrator.

g) Identifiable Title Reports approved by Contract Administrator.

h) 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, non-personnel 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

CONSULTANT shall submit billings which are identified by the specific project number on a monthly basis in a timely manner for all Hourly Charges 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 Hourly Charges 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 Hourly Charges by employee category, Reimbursables by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

5.5 FEE TRACKING AND ADDITIONAL WORK

CONSULTANT shall be responsible for tracking the design fee for the duration of the contracted scope of services and shall promptly inform COUNTY of any proposed design fee changes that may result from scope of work changes requested by the COUNTY. Any additional scope of work requested by COUNTY must be communicated in writing and the parties must negotiate an additional design fee for such additional work. COUNTY shall not be liable for any fees incurred resulting from additional scope of work requests that have not been made in writing or do not have a design fee agreed upon in writing.

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 for resolution to COUNTY's three-person committee which negotiated this Agreement. 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. In the event one or more members of said three-person committee is not available at the time of a dispute, the County's Director of Administration, after consulting with CONSULTANT, may appoint alternate members as needed.

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 COUNTY property as required for CONSULTANT to perform its services. If access to other properties is determined to be needed, then COUNTY shall use reasonably diligent efforts to secure such access.

7.3 COUNTY shall review the itemized deliverables/documents identified in Exhibit A promptly upon delivery by 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

-9-
All finished or unfinished documents, data, studies, surveys, drawings, 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:

Planning Design Studio
SCI Engineering, Inc.

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, except that the consultant shall not be obligated to indemnify the County for the County's own negligence.

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 CONSULTANT 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 CONSULTANT 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 CONSULTANT’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 COUNTY:

Ryan Graham  
Director of Parks  
201 North Second Street, Suite 510  
St. Charles, MO 63301

FOR CONSULTANT:

THOUVENOT, WADE & MOERCHEN, INC.  
Attn: J.R. Landeck, PE, PLS  
Project Manager/Branch Manager  
720 Olive Street, Suite 200A  
St. Louis, MO 63101  
jlandeck@twm-inc.com  
314-241-6300

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 has submitted a sworn affidavit and provided documentation that affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. CONSULTANT shall not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

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 shall not unreasonably withhold approval of any proposed changes in key staff.

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 COUNTY this ______ day of _________________, 2020.

Executed by CONSULTANT this 10th day of June _______, 2020.

THOUVENOT, WADE & MOERCHEN, INC. ST. CHARLES COUNTY, MISSOURI

By J.R. Landeck, PE, PLS Project Manager/Branch Manager

By Steve Ehlmann, County Executive

By Robert DeConcini, PE President
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

6-22-20
Date
1.01 St. Charles County's Parks and Recreation Department is looking to determine the feasibility analysis and to perform a conceptual layout for their on-road bike and pedestrian facilities from the Katy Trail to within Matson Hill Park as well as the completion of design development, construction documents and construction administration services. Multiple options/routes will be analyzed for the effectiveness, safety, cost implications and site features for the routes between the Katy Trail and the Hays Property. The routes range from approximately 2.5 miles to 3.25 miles in length. A Feasibility Assessment and Technical Report will be prepared in analyzing the various options as well as the recommended final option. An alignment layout and cost evaluation of each route will be prepared for the County. Flown aerial imagery will be conducted over the existing roadways in providing imagery for the entire 475-acre Park. Upon selection of the preferred route, a topographic survey, boundary survey and geotechnical analysis will be performed.

In addition, a more detailed engineering design will be conducted with the preparation of the design development and final construction documents. The design and plans will include the horizontal trail alignment, plan and profiles, trail cross sections, drainage design and layout if necessary as well as relevant detail sheets. In addition, landscaping plans will be provided as well as the design of a small boardwalk and potential retaining walls. Documents including cost opinions and technical specifications will be gathered for bidding purposes. Various design permits will be applied for and submitted to relevant local, state and/or federal agencies.

Construction administration services will be conducted to address contractor's RFI's, shop drawings and attend
ARTICLE 2 – SCOPE OF SERVICES – BASIC SERVICES

2.01 We agree to provide the following specific professional services.

<table>
<thead>
<tr>
<th>Services</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feasibility Assessment &amp; Conceptual Layout</td>
<td></td>
</tr>
<tr>
<td>1. Reconnaissance – Field Visits</td>
<td>Initial site visit with design team and the County's Park Department to go through the various routes and assess the existing conditions. Anticipated 2 days maximum in the field.</td>
</tr>
<tr>
<td>2. Project Management Services</td>
<td>Continual coordination with design team and the County's Park Department throughout the conceptual phase and various project management tasks.</td>
</tr>
<tr>
<td>3. Attend Various Meetings</td>
<td>This includes meetings with the County's Park Department, presenting to the County Executive and internal design team meetings.</td>
</tr>
<tr>
<td>4. Data Collection and Standards Review</td>
<td>Review of plan drawings for existing or proposed improvements within Matson Hill Park as provided by the County as well as review of technical standards as required by local and federal agencies, including FEMA flood maps and analyzing the anticipated impacts.</td>
</tr>
<tr>
<td>5. Utility Coordination and Feasibility Research</td>
<td>We will make a formal Missouri One-call Design Stage Request to receive the potential utility companies that provide services in this area. We will contact these companies and request all records, data, maps, etc. of utilities that may be present. Analysis will be conducted and implemented into our Feasibility Assessment. We request that you provide us with any and all information that you have regarding subsurface utilities or other subsurface conditions that may be deemed as critical to the conceptual study and that might affect the design of the project.</td>
</tr>
<tr>
<td>6. Alignment Layout &amp; Technical Analysis</td>
<td>This task includes the layout of the proposed alignments for each route / option, analyzing the existing conditions, right of way / property analysis, feasibility of switch back design, and creation of CAD documents for the surfaces, profiles and/or cross sections. Additional research and design input from structural engineers on potential pedestrian bridges and/or walls. Design concepts established for signage, trail amenities, nodes, overlooks and landscape features.</td>
</tr>
<tr>
<td>7. Feasibility Assessment &amp; Technical Report</td>
<td>We will prepare a technical report that includes the feasibility assessment of each option as well as a final recommended option. Exhibits and appendices will be included.</td>
</tr>
<tr>
<td>8. Engineer's Estimate of Conceptual Cost &amp; Construction Schedule</td>
<td>A cost evaluation will be made of each option / route and will be provided as appendices within the feasibility assessment. A construction schedule will be conceptually estimated for the recommended route.</td>
</tr>
<tr>
<td>9. Quality Assurance / Quality Control (QA/QC) Review &amp; Submittal Preparation</td>
<td>A thorough internal QA/QC will be conducted for the technical analysis and feasibility assessment. The task will include the assembly and submittal to the County.</td>
</tr>
<tr>
<td>10. Surveyed Data Collection – Aerial Photogrammetry</td>
<td>Flown Aerial Photography &amp; collection of GIS from St. Charles Co. The flown aerial photography will be conducted on the proposed routes along the existing roadways (Matson Hill Trail, Duke Road, Howell</td>
</tr>
</tbody>
</table>
Road, etc.) as well as the entire Matson Hill Park property. Data will be processed for imagery and surface elevations used in the conceptual design. Supplemental GIS data will be collected from available St. Charles County data.

**Civil Engineering – Design Development (50%)**

Note: The scope of services was prepared with these assumptions in mind: The alignment from the Katy Trail Head along Matson Hill Trail, Duke Road and into the Matson Hill Park entrance was chosen as the preferred route for purposes of developing the scope. It is assumed the alignment will provide for a paved roadway to the park entrance. This includes no switchbacks and the utilization of Advisory Bike Lanes in the low volume roadways where pedestrian bike safety is not of concern. It is anticipated that one (1) small boardwalk, up to three (3) overlooks and five (5) total landscape features will be provided within the park limits. It is assumed that the alignment will follow the Stub Road improvements that was design and in construction by others.

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Surveying Service - Control Network</td>
<td>This task involves TWM establishing a control network throughout the project as well as tying into existing control for the proposed Stub Road improvements as designed by BAX engineering. We will make every effort to locate as much of the control from that described project as is available.</td>
</tr>
<tr>
<td>2.</td>
<td>Surveying Services – Geotechnical Boring Locations</td>
<td>We will coordinate with the design engineer and Geotechnical Engineer in locating the proposed boring requests. We will locate and provide wooden stakes at the desired locations onsite.</td>
</tr>
<tr>
<td>3.</td>
<td>Surveying Service - Topographic Survey</td>
<td>We propose to collect topographic data of a sixty (60) foot corridor along the proposed trail route. We will collect a majority of this data with our Mobile LiDAR unit. Areas that are blocked by vegetation or other objects where the mobile LiDAR unit cannot collect data, we will supplement with conventional data. This survey will include pavement surfaces, grade breaks, improvements, road signs, visible or marked utilities. Missouri One-Call will be contacted to locate utilities in the field prior to data collection.</td>
</tr>
<tr>
<td>4.</td>
<td>Surveying Service - Boundary / ROW Survey</td>
<td>TWM will obtain copies of record deeds and plat for the adjoining parcels in the subject area. This record information will be used in conjunction with field data to resolving the right of way for Matson Hill Road &amp; Stub Road where applicable. TWM’s survey crew will perform an extensive search for existing monumentation or other applicable evidence to assist in resolving said right of ways.</td>
</tr>
<tr>
<td>5.</td>
<td>Geotechnical Services</td>
<td>Exploration of the subsurface conditions and development of general design and construction recommendations for earth-related phases of the project. Approximately 20 soil borings will be provided in testing of pavement cores and for global stability. Scope includes clearing and benching and traffic control for lane closures. Laboratory testing will be conducted for the classification and characterization of the soils. Findings, recommendations and supporting data will be presented in a formal report which will address the following: anticipated settlement, shrink/swell potential, pavement design recommendations, lateral earth pressures, global stability analysis, groundwater or bedrock, structural fill and site development recommendations. Attendance of up to two (2) meetings is included in the scope.</td>
</tr>
<tr>
<td>6.</td>
<td>Project Management</td>
<td>This task includes management of the project, emails, meeting minutes and various coordination between consultants and client for the Design Development Phase of the project.</td>
</tr>
<tr>
<td>7.</td>
<td>Meetings and Conference Calls.</td>
<td>We will attend up to two (2) meetings at the County’s office or on Site as well as two (2) phone conferences to discuss the project.</td>
</tr>
<tr>
<td>8.</td>
<td>Technical Design</td>
<td>Upon selection of the preferred route, the technical design will be established for inclusion into the 50% design and plan sheet documents. Technical design elements will include: the geometric layout, design and alignments, CAD creation of the trail corridor, centerline trail plan and profiles, preliminary drainage design of storm sewers and/or ditches, erosion control layout, utility research &amp; investigation and preliminary structural retaining wall design.</td>
</tr>
<tr>
<td>9.</td>
<td>Boardwalk Design</td>
<td>A preliminary layout and design of a small boardwalk within the park limits. A Boardwalk Sheet shall include plan and elevation views showing the size and length, preliminary slopes and labeling / dimensioning.</td>
</tr>
</tbody>
</table>
| 10. | Design Development & Construction Plan Documents | We will complete the design and improvements to further a set of plan sheets for the 50% design development phase which includes the plan production, drafting, labeling, dimensioning, creation of notes and detailing the design. Anticipated sheets include but not limited to:  
- Title Sheet  
- Site Map & Index of Drawings  
- General Notes  
- Typical Section  
- Plan and Profiles (inc, Erosion Control)  
- Drainage Sheets  
- Details  
- Structural Retaining Walls  
- Landscaping Plans |
| 11. | Engineer’s Estimate of Probable Cost (EEOPC). | One estimate of cost will be provided at the 50% design milestone utilizing available cost data in MoDOT’s estimate program. |
| 12. | Response to comments | A written responses and necessary plan revisions will be addressed for comments received from the County in review of the 50% design set. |
| 13. | Permitting | Permits will be submitted for a St. Charles County Land Disturbance Permit, Endangered Species. We will submit an initial consultation letter to the Missouri DNR and the State Historic Preservation Office (SHPO). No additional permitting will be provided to SHPO. |
| 14. | Quality Assurance / Quality Control (QA/QC) Review & Submittal Preparation | A thorough internal QA/QC will be conducted for the technical analysis and plan review prior to submittal of each milestone. The task will include the assembly and submittal to the County. |
| 15. | Landscape Design | The landscape design will be established to the 50% design stage which will include the design documents for landscape, signage, overlooks and amenities. A preliminary cost estimate and attendance at review meetings is included. |

Civil Engineering – Construction Documents

Note: The scope of services was prepared with these assumptions in mind: The alignment from the Katy Trail Head along Matson Hill Trail, Duke Road and into the Matson Hill Park entrance was chosen as the preferred route for purposes of developing the scope. It is assumed the alignment will provide for a paved roadway to the park entrance. This includes no switchbacks and the utilization of Advisory Bike Lanes in the low volume roadways where pedestrian bike safety is not of concern. It is anticipated that one (1) small boardwalk, up to three (3) overlooks and five (5) total landscape features will be provided within the park limits. It is assumed that the alignment will follow the Stub Road improvements that was design and in construction by others.

| 1. | Project Management | This task includes management of the project, emails, meeting minutes and various coordination between consultants and client for the Construction Document Phase of the project. |
| 2. | Meetings and Conference Calls. | We will attend up to two (2) meetings at the County’s office or on Site |
### Technical Design

Upon receiving comments from the County on the Design Development Phase, the technical design will be further established into the 85% and 100% plan sets. Technical design elements will include: finalizing geometric layout, design and alignments, CAD updates to the trail corridor, centerline trail plan and profiles, drainage design of storm sewers and/or ditches, erosion control design, any additional utility research & investigation and finalizing structural retaining wall design.

### Boardwalk Design

Further layout and design will be provided for a small boardwalk. This will include a more in-depth design and detail of the boardwalk sheet. It is anticipated that two to three sheets will be provided. No retaining walls or structures requiring a structural engineer design will be provided.

### Construction Plan Documents & Production

We will complete the design and improvements to further a set of plan sheets for the 85% and 100% design sets which includes the plan production, drafting, labeling, dimensioning, creation of notes and detailing the design. Anticipated sheets include but not limited to:

- Title Sheet
- Site Map & Index of Drawings
- General Notes & SWPPP Notes
- Survey Control
- Typical Sections
- Plan and Profiles (inc. Erosion Control)
- Cross Sections (every 50')
- Drainage Sheets
- Details
- Structural Retaining Walls and Details
- Landscaping Plans

### Technical Specifications & Job Special Provisions

Technical specifications, job special provisions, and front-end specifications will be prepared for inclusion of the bid documents. GRC style design standards will be used as a basis for preparing the standard specifications.

### Engineer's Estimate of Probable Cost (EEOPC)

An estimate of cost will be provided at the 85% and 100% design milestones utilizing available cost data in MoDOT's estimate program.

### Response to comments

Written responses and necessary plan revisions will be addressed for comments received from the County as well as the permitting agencies.

### Permitting

Permits will be resubmitted and responses made for a St. Charles County Land Disturbance Permit. Storm Water Prevention and Pollution Plan (SWPPP) documents will be prepared for the contractor. Contractor is responsible for the application and obtaining a Land Disturbance Permit with MDNR under the NPDES Clean Water Act.

### Floodplain / Floodway Permitting

A floodplain development permit will be made through St. Charles County. Any additional permits necessary through MDNR or FEMA will be commented by the County. Permitting through MDNR & FEMA is not anticipated and is not included in this scope.

### Quality Assurance / Quality Control (QA/QC) Reviews & Submittal Preparation

A thorough internal QA/QC will be conducted for the technical analysis, plan review and specifications prior to submittal of each milestone. The task will include the assembly and submittal to the County.

### Landscape Design

Technical design and layout of landscaping features will continue
**Civil Engineering – Construction Phase**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bidding Phase</td>
</tr>
<tr>
<td>2.</td>
<td>Pre-Construction Meeting</td>
</tr>
<tr>
<td>3.</td>
<td>Shop Drawings and Samples Review</td>
</tr>
<tr>
<td>4.</td>
<td>Addressing Request for Information (RFI's) as issued by the contractor.</td>
</tr>
<tr>
<td>5.</td>
<td>Monthly Construction Meeting</td>
</tr>
</tbody>
</table>

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**ARTICLE 3 – EXCLUDED SERVICES**

3.01 While TVM, Inc. can provide the following services or obtain sub-consultants who can assist us with these services, the services listed below are not included within this contract:

A. Performing any pit-holing or field investigation to physically locate utilities.
B. Providing any geotechnical services not listed above or in addition to the scope as listed in this document.
C. Surveying services for construction staking or layout. This shall be included in construction documents.
D. Assistance with negotiating easements, right of way or property acquisitions with adjacent property owners.
E. Design of utility adjustments or preparation and negotiation of utility agreements, unless listed in the scope of services.
F. Performing any environmental / hazardous waste assessment or natural resources investigation and design; including but not limited to wetland investigation.
G. Archeological / Historical / Cultural Exploration beyond the initial consultation letter to SHPO.
H. Preparing any documents, attending any meetings, design revisions or involvement of any board meetings, public outreach or public hearings.
I. Any floodplain or floodway studies as required by local, state or federal agencies. Exclusions include application, submittal and analysis related to FEMA and MDNR.
J. Preparing any traffic studies or traffic related analysis.
K. Design of any lighting improvements.
L. Design or layout of irrigation systems.
M. Design of any bridges, pedestrian bridges, and culvert or box culvert extensions or any structural design, layout or calculations related to a boardwalk.
N. The scope for the topographic survey does not include an individual tree inventory study. We can locate specific sized or types of trees, if it is deemed necessary by the client, but this would be subject to additional fee.
O. Performing any geo-technical analysis, soils testing, or compaction testing during construction. The contractor shall be responsible for all Quality Control testing and Quality Assurance testing will be provided by the owner on an As-needed basis.
P. Preparing any record or As-Built drawings / documents.
Q. Any permit reviews necessary that is not listed in the Scope of Services. Any fees required for approvals or permits.
R. Any additional meetings than those listed above.
S. Construction Observation

ARTICLE 4 – INFORMATION WE NEED FROM YOU

4.01 We need you to provide to us with some specific information so we can perform our Scope of Services. That includes:
A. Provide TWM, Inc. with all criteria and full information as to Owner’s requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
B. Furnish to TWM, Inc. any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
C. Providing any known information, data or documents related to existing parcels along the trail route.
D. Providing any front-end specifications and/or technical specifications and templates the County may want implemented.
E. Any additional information available to you or to your consultants or contractors that might be applicable, necessary or helpful to us in performing our Scope of Services.

ARTICLE 5 – SCHEDULE

5.01 The Phases of work are anticipated to be performed in accordance with the schedule below. Dates shown are beginning and ending for each phase. We have allowed for a two-week review period between phases.
A. Notice to Proceed...........................................July 1, 2020
B. Feasibility Assessment & Conceptual Layout...................................July 1, 2020 – August 17, 2020
D. Civil Engineering – Construction Documents..................................Dec. 21, 2020 – April 26, 2021 (Draft Final)
E. Civil Engineering – Construction Phase.........................................TBD
## EXHIBIT B

### HOURLY RATES

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$172.00</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$167.00</td>
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<tr>
<td>Senior Project Manager</td>
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<tr>
<td>Project Engineer V</td>
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<td>Project Engineer IV</td>
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<td>Project Engineer I</td>
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<tr>
<td>Project Manager IV</td>
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<td>Project Manager III</td>
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<tr>
<td>Senior Structural Engineer</td>
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<td>Structural Engineer V</td>
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<tr>
<td>Survey Crew (1 man w/Robotics or GPS)</td>
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<tr>
<td>Survey Crew (2 man w/3D Scanner)</td>
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<tr>
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<tr>
<td>Surveyor V</td>
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<tr>
<td>Surveyor IV</td>
<td>$140.00</td>
</tr>
<tr>
<td>Surveyor III</td>
<td>$127.00</td>
</tr>
<tr>
<td>Surveyor II</td>
<td>$112.00</td>
</tr>
<tr>
<td>Surveyor I</td>
<td>$95.00</td>
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<tr>
<td>Construction Observation (Non-Professional Engineer)</td>
<td>$103.00</td>
</tr>
<tr>
<td>3D Scanning Technician</td>
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<tr>
<td>Jr. Technician</td>
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<tr>
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<tr>
<td>Senior Transportation Designer</td>
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<td>IT Manager</td>
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<td>Systems Administrator</td>
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<td>Word Processing</td>
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<tr>
<td>Live Sewer Testing</td>
<td>$193.00</td>
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<tr>
<td>Mandrel Testing</td>
<td>$193.00</td>
</tr>
<tr>
<td>2 Technicians w/ Equipment</td>
<td>$193.00</td>
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<tr>
<td>Live Sewer Testing</td>
<td>$153.00</td>
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<tr>
<td>Video Testing</td>
<td>$254.00</td>
</tr>
<tr>
<td>1 Technician w/ Equipment</td>
<td>$254.00</td>
</tr>
<tr>
<td>2 Technicians w/Equipment</td>
<td>$106.00</td>
</tr>
<tr>
<td>Outsiders Services (Consultants, Delivery Service, Express Mail, etc.)</td>
<td>At Cost plus 15%</td>
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<tr>
<td>Commercial Travel, Meals, Lodging &amp; Other Expenses</td>
<td>At Cost</td>
</tr>
<tr>
<td>4 X 4 Pothole (per day)</td>
<td>$74.00</td>
</tr>
<tr>
<td>Travel (Non-local) per Mile at current GSA rate</td>
<td>$74.00</td>
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### 2020 PDS Billing Rates

<table>
<thead>
<tr>
<th>Classification</th>
<th>Billing Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal / Sr Professional</td>
<td>$135.00</td>
</tr>
<tr>
<td>Professional</td>
<td>$100.00</td>
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<tr>
<td>Jr. Professional</td>
<td>$ 65.00</td>
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### PDS Standard Reimbursable Billing Rates

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<tr>
<th>Description</th>
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<tr>
<td>Color Copy (8.5 x 11)</td>
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<td>Color Copy (11 x 17)</td>
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<tr>
<td>Document Binding (Comb or Coil) &lt;1&quot;</td>
<td>$ 5.00 each</td>
</tr>
<tr>
<td>Document Binding (Comb or Coil) 1-2&quot;</td>
<td>$ 8.00 each</td>
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<tr>
<td>B/W Plot on Bond</td>
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</tr>
<tr>
<td>B/W Plot (22 x 34)</td>
<td>$ 1.50 each</td>
</tr>
<tr>
<td>Color Plot on Bond</td>
<td>$ 5.00 per square foot</td>
</tr>
<tr>
<td>Color Plot on Bond (high quality)</td>
<td>$ 6.00 per square foot</td>
</tr>
<tr>
<td>Foam Core Mounting</td>
<td>$ 5.00 per square foot</td>
</tr>
<tr>
<td>Color Plot on Foam Core</td>
<td>$ 9.00 per square foot</td>
</tr>
<tr>
<td>Gator Board Mounting</td>
<td>$ 6.00 per square foot</td>
</tr>
<tr>
<td>CD/DVD Copy, Burn and Label</td>
<td>$ 5.00 each</td>
</tr>
</tbody>
</table>

Other ODC's not listed billed at cost.
February 17, 2020

Mr. Ryan J. Cerniglia, P.E.
Thouvenot, Wade & Moerchen, Inc.
720 Olive Street, Ste. 200A
St. Louis, Missouri 63101

RE: Proposal for a Geotechnical Exploration
Matson Hill Park Trail Extension
St. Charles County, Missouri
SCI No. 2013-0334.11, Task 100

Dear Mr. Cerniglia:

At your request, SCI Engineering, Inc. (SCI) is providing this Geotechnical Exploration proposal for the above-referenced project. The purpose of our geotechnical services will be to explore the subsurface conditions and develop design and construction recommendations for the foundations and earth-related phases of the project.

PROJECT DESCRIPTION

A bike trail extension is planned to link Matson Hill Park to the Katy Trail in St. Charles County, Missouri. The trail extension will have a length of approximately 3½ miles with portions co-located with Matson Hill Road and Duke Road. One option would extend westward into Matson Hill Park from the park entrance on Matson Hill Road, while another option would extend north from Duke Road. Both routes include as much as 200 feet of elevation change. As such, switchbacks and retaining walls are anticipated; however, their actual locations were not available at the time of this proposal.

SCOPE OF SERVICES

The purpose of our geotechnical services will be to explore the subsurface conditions and develop general design and construction recommendations for earth-related phases of the project.

We propose to explore the subsurface conditions with 20 soil borings. SCI will provide a proposed boring layout with you for review and approval. We recommend that you stake the boring locations and provide surface elevations.

Lane closures or narrowing will be required to complete the fieldwork. We have included three days of traffic control in our fee. Additionally, clearing and benching will likely be required for portions of the trail extension entering the park west of Matson Hill Road, north of Duke Road, and paralleling Stub Road. We have included two days of clearing and benching in our fee.
We will then explore the subsurface conditions by drilling the borings to an average depth of 20 feet unless auger refusal terminates drilling at a shallower depth. An SCI engineer or geologist will log the borings and direct the sampling. The borings will be sampled with Standard Penetration tests (SPTs) at 2½-foot intervals in the upper 10 feet and at 5-foot intervals thereafter. Relatively undisturbed Shelby tube samples will be obtained at selected locations in lieu of the SPTs. A representative bulk sample of the pavement subgrade material will be obtained. The boreholes will be backfilled with soil cuttings and boring locations within the pavement will be backfilled with gravel to limit future settlement and patched with asphaltic concrete. Borings outside of the roadway will be backfilled with the auger cuttings.

Upon completion of the field exploration, the samples will be transported to our laboratory for classification and characterization. We will measure the moisture content of each cohesive sample. Hand penetrometer values, which provide an indication of strength, will be obtained for each apparently intact cohesive sample. Atterberg limits tests will be performed on selected samples to aid in classification and assessing the volume change characteristics of the subgrade soils. Natural density tests, and/or unconfined compression tests to provide additional strength information, will be performed on selected Shelby tube samples. Unconfined compressive strength testing will be performed on selected rock core samples. A California Bearing Ratio (CBR) test and Proctor moisture density curve will be developed from the bulk sample.

The results of the field exploration and laboratory testing will be analyzed by our geotechnical engineer. Our findings and recommendations, along with supporting data, will be presented in a formal report, which will address each of the following:

- Anticipated settlement based on general soil characteristics;
- Shrink/swell potential of subgrade soils;
- Flexible and rigid pavement design recommendations based on CBR testing;
- Lateral earth pressures for the design of below-grade and minor retaining walls;
- Global stability analyses of retaining walls (4 walls and 8 cross-sections assumed)
- General location, description, and disposition of existing fill materials, if encountered;
- Influence of groundwater and/or bedrock, if encountered, on design and construction;
- Structural fill considerations, including the suitability of on-site soils for use and engineering criteria for placement; and
- Site development and geotechnical construction recommendations.

**COST AND SCHEDULE**

SCI will provide the above-mentioned geotechnical services in accordance with the attached *Cost-Plus Fixed Fee Estimate*.

We will schedule the fieldwork following your verbal authorization of this proposal, and should be able to start drilling the site, weather permitting, within two weeks thereafter. We anticipate that the exploration will be completed in six days; however, we cannot mobilize the drill rig unless formal authorization has
been received. Laboratory testing and report preparation will require approximately four to five weeks following the field exploration; however, verbal findings should be available within a few days after completion of the drilling.

CONDITIONS AND CONSIDERATIONS

The above fees have assumed certain conditions. Adjustments to the scope of work may be needed if the conditions or assumptions change during the course of this agreement. No changes will be made without concurrence of the client.

- The above fee is based on a maximum of 400 feet of soil drilling and assumes access to all the boring locations such that the field exploration can be completed in a single mobilization. No rock coring is included in this proposal. No costs associated with union labor or permits are included in this proposal.

- Our fee, which is valid for up to 90 days from the date of this proposal, does not include out-of-scope services that might be added during the course of our work; nor does it include additional services that might be requested following completion of our report, such as attendance at project meetings (beyond the two assumed); subsequent consultation; or review, signing, and sealing of project plans. Such services will be provided in accordance with the enclosed Acceptance of Proposal for Professional Services, and billed at our then-current hourly rates, or as otherwise agreed.

- This proposal assumes that you will provide site access authorization, including access to the proposed boring locations for a conventional, rubber-tired, all-terrain mounted, drill rig. It also assumes that you will provide marked locations of privately owned, below-grade, utility lines within the project area, prior to mobilization of the drill rig.

- We routinely contact the Missouri One-Call system to have the locations of public utilities marked; however, we will only be responsible for utilities brought to our attention prior to drilling.

CLIENT RESPONSIBILITIES AND AUTHORIZATION

If the work order outlined herein is acceptable, please provide formal authorization to proceed by completing, signing, and returning the enclosed Acceptance of Proposal for Professional Services sheet. This sheet provides important information regarding report distribution and invoicing. Formal authorization is necessary prior to initiation of the activities outlined herein. SCI services will be performed for the signatory of the enclosed form. Written consent must be provided by SCI should anyone other than the client (signatory) wish to excerpt, or rely on, the results of our activities. The enclosed General Terms and Conditions will also apply to any future services you authorize for this project.
Thank you for the opportunity to submit this proposal. If you have any questions regarding this proposal, or desire to modify the proposed scope, please do not hesitate to contact me.

I can be reached at 636-757-1065 or tbarrett@sciengineering.com.

Respectfully,

SCI ENGINEERING, INC.

Timothy J. Barrett, P.E., CFM
Senior Engineer

TJBB/mmm

Enclosures
Cost-Plus Fixed Fee Estimate
Acceptance of Proposal for Professional Services
General Terms and Conditions
<table>
<thead>
<tr>
<th>Task Item</th>
<th>President</th>
<th>Sr. Engineer II/PM</th>
<th>Project Engineer II</th>
<th>Staff Engineer</th>
<th>GIS/CAD</th>
<th>Tech I</th>
<th>Sr. Admin</th>
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<th>Direct Costs</th>
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| Hourly Salary Rate (Average)                  | 68.66     | 58.42              | 37.00               | 25.24           | 26.19  | 15.66  | 24.46    | 255.65   |             |            |
| Direct Labor                                  | 0         | 1,402.08           | 0.00                | 2,725.92        | 419.04  | 0.00   | 195.68   | 4,742.72 |             |            |
| Overhead Rate                                  | 194.63%   | 0.00               | 2,728.87            | 0.00            | 5,305.46 | 815.58 | 0.00     | 380.85   | 9,230.76   |             |
| Profit                                         | 14.00%    | 0.00               | 578.33              | 0.00            | 1,124.39 | 172.85 | 0.00     | 80.71    | 1,956.29   |             |
| **Total Labor Cost**                           | $0.00     | $4,709.28          | $0.00               | $9,155.77       | $1,407.46 | $0.00 | $657.25  | $15,929.76 |             |

**TOTAL COST**

| Average Rate per Classification | 2.9463 | $230.68 | $156.22 | $124.27 | $84.78 | $87.97 | $52.60   | $82.16   |             | 33,392.06  |

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### SCI Direct Costs

#### 2/17/2020

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GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE OF AGREEMENT
   The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. SITE ENTRY
   You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subcontractors against any damages, liabilities, or costs, arising out of procedures associated with testing or investigatory activities. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. SUBSURFACE STRUCTURES OR UTILITIES
   The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claims against SCI and to defend, indemnify and hold SCI harmless for any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not noted to SCI's attention, or which were not properly located on plans furnished to SCI.

4. SAMPLES
   Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that incorporates data obtained from them, unless otherwise agreed by SCI.

5. GENERAL LIABILITY AND LIMITATION
   SCI agrees to hold harmless and to indemnify you on account of any liability due to bodily injury or property damage arising directly out of our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. Our general liability insurance, subject to its limits, terms and conditions, provides protection against liability arising out of bodily injury and property damage that is the direct result of our operational negligence. At your request, SCI will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

6. SHARED RISK ALLOCATION
   The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to $30,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute.

7. INVOICES
   You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 15 percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts unpaid.

8. HAZARDOUS MATERIALS; NOTIFICATION OF DISCOVERY
   When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you have provided SCI with all available information about suspected hazardous materials or releases adjacent to the project site.

   The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon as practicable possible should SCI encounter unanticipated hazardous or suspected hazardous materials.
The discovery of unanticipated hazardous or suspected hazardous materials may be necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and to preserve and protect the environment. As a condition precedent to the provision of service for this project, you agree to compensate SCI for the additional fees and costs associated with any necessary investigation and further agree to defend, indemnify, and hold SCI harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.

9. CONTAMINATION OF AN AQUIFER
Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that SCI will provide to your behalf, SCI shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration.

10. SITE SAFETY
With respect to project site safety, SCI shall be responsible solely for the on-site activities of its employees and subcontractors, and this responsibility shall not be assumed by any party to release you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed by any party to imply that SCI has any responsibility for any contractor's methods of work performance, procedures, supervision, sequencing of operations, or safety in, on, or about the project site. You agree that the general contractor is responsible for project site safety, and warrant that this intent shall be made evident in your agreement with the general contractor.

11. CONSTRUCTION COST ESTIMATES
An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

12. DEFECTS IN SERVICE
You and your personal contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

13. TERMINATION
Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

14. ENVIRONMENTAL SITE ASSESSMENT
An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspect hazardous materials to the fullest extent permitted by law.

15. FAILURE TO FOLLOW RECOMMENDATIONS
SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

16. ALTERATION OF INSTRUMENTS OF SERVICE
Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not be altered in any circumstances by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

17. MOLD DISCLAIMER
The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may contain on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intended to reduce moisture contents or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way designed to address the potential for mold infestation, and, as such, agrees to indemnify SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation.

18. OTHER PROVISIONS
You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

b. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

c. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation, unless the parties mutually agree otherwise.

d. In the event there is a dispute between SCI and you, other than collection of fees and which is not resolved by mediation, the prevailing party shall be awarded its reasonable attorney's fees, expert witness fees, and other costs. THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY DISPUTE TO THE COURT CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.

e. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the boring or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

f. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supersede more stringent requirements of local ordinances.
**Important Information about This**

**Geotechnical Engineering Proposal**

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

---

**Participate in Development of the Subsurface Exploration Plan**

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. Avoid the problems that can stem from such assumptions by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary, that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. Manage your risk. Get involved.

**Expect the Unexpected**

The nature of geotechnical engineering is such that planning needs to anticipate the unexpected. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How? By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

**Have Realistic Expectations; Apply Appropriate Prevenites**

The recommendations included in a geotechnical engineering report are not final, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. An offer to provide construction observation is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy. The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have an intimate understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not
Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geological study. Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations. Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. Do not rely on an environmental report prepared for someone else.

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project is not a mold prevention consultant; none of the services being offered have been designed or proposed for the purpose of mold prevention.

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce this risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. Read this proposal’s provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm’s membership in ASFE by contacting ASFE directly or at its website.

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REQUEST FOR QUALIFICATIONS
RFQ 19-146
NOVEMBER 1, 2019

Professional Services—On Road Bike and Pedestrian Facilities from Katy Trail to Matson Hill Park
November 1, 2019

St. Charles County Administration Building—Finance Department
201 North Second Street
Room 541
St. Charles, MO 63301

Re: RFQ 19-146 Professional Design Services Qualifications for On Road Bike and Pedestrian Facilities—Katy Trail to Matson Hill Park

Dear Selection Committee:

We enthusiastically submit our interest to provide professional services for the On Road Bike and Pedestrian Facilities from Katy Trail to Matson Hill Park project. TWM has the qualified staff, extensive successful project experience, capacity, expertise, and passion to deliver these services. At TWM, we offer the capabilities and experience of a large firm and the personable service of a small, local firm.

TWM’s trail design and planning experience includes the implementation of crushed stone, HMA, and concrete trails, shared-use paths, on- and off-road facilities, tunnels, pedestrian bridges, boardwalks, pre-engineered truss bridge foundations, trailheads, parking facilities, amenities, markings and signage. Our clients include the Cities of St. Charles, Wildwood, Brentwood, Kirkwood, O’Fallon and agencies like the Missouri Office of Administration, MoDOT, St. Louis County DOT, St. Clair County Transit District, Metro East Park and Recreation District, and many more.

Developing effective, efficient, and—most importantly—a safe route for bike and pedestrian facilities are key factors for this project and goals that we will achieve. Early establishment for the feasibility of the bike and pedestrian corridor is essential to the success of the project, which is why we have partnered with Planning Design Studio (PDS) to offer their extensive planning experiences in trail design.

Our survey staff is well-versed in applying conventional surveying methods, including boundary, right-of-way and topographic surveys, plats, legal descriptions and right-of-way staking, as well as high-definition 3D scanning technology and GIS mapping. Our extensive reality capture services, including multiple mobile LiDAR units and Unmanned Aerial Vehicles (UAVs), have allowed us to accelerate project schedules and capture data more accurately and safely.

TWM is a privately held, 100% employee-owned company. That ownership is through the firm’s Employee Stock Ownership Plan (ESOP), a trust that holds shares in TWM for all participating employees. This collective ownership interest means each employee has a personal stake in the outcome of the firm and thus our relationship with valued clients like St. Charles County.

Solving the challenges and constraints of your project motivates and excites us. I will personally serve as your primary contact, overall Project Manager, and represent contractual authority of TWM. We strive to serve you and every client in a manner that provides EXCEPTIONAL SERVICE. NOTHING LESS.

Respectfully,

J.R. Landeck, PE, PLS
Project Manager & Branch Manager
636.724.8300 l jlandeck@twm-inc.com
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Watershed Trail

- MetroBikeLink Trailhead—SCCTD
- Watershed Trail - Madison County Transit
- Orchard Loop Bike Trail
- Pedestrian Bridge
we have the experience to meet a variety of your needs

TWM, Inc. is a 100% employee-owned firm providing civil and structural engineering, land surveying, and other geospatial services. For over 73 years, we have served clients throughout Missouri, Illinois, the Midwest, and beyond.

TWM has diversified into five primary disciplines—Transportation, Survey/Geospatial Services, Site/Land Development, Structural, and Water Infrastructure. As a full-service engineering consultant, TWM prides itself on being able to provide a broad range of design projects and related services, including:

- Multi-modal and pedestrian facilities
- Trails, shared use paths, and greenways
- Roadways, highways, and streetscapes
- Traffic analysis, traffic studies, and signal design
- Recreational, commercial, industrial, institutional, and residential sites
- Bridges, retaining walls, large structures, and buildings
- GIS, land surveying, mapping, reality capture data collection, and construction layout
- Municipal engineering/consulting
- Water distribution, water systems, and treatment
- Wastewater collection and treatment systems
- Stormwater management
- Construction observation services

We have a long history of serving both the private and public sector. In fact, TWM has served as the municipal engineers or as consulting engineers for more than 40 different governmental clients. Those clients and the communities we have served can attest to our focus on the details, our commitment to project schedules, and our care toward the client as a vested partner.

We continually strive for the most efficient, effective, and economical solutions to address our clients' problems, with the highest level of technical expertise, and without compromising quality or integrity. We pledge to serve as your trusted partner to help you resolve the engineering challenges you face.

we believe in client-focused relationships

EXCEPTIONAL SERVICE. NOTHING LESS | That’s our company mission and our promise to you. Our success is built upon a solid reputation for getting the job done right. One thing we are particularly proud of is that 95% of TWM’s work comes from repeat business. We believe our resolution of challenges sets us apart, and based on our level of repeat business, we think our clients will agree.
TWM specializes in partnering with local government agencies to conceptualize innovative and practical design solutions. Solving problems is our passion. It is our understanding that St. Charles County and the Parks and Recreation Department propose to improve the on-road bike and pedestrian facilities at various locations throughout the County, with an emphasis on safety. Using on-road bike facilities often provides an efficient and economical travel solution, with considerations to enhance safety or the effectiveness for users. To better understand the existing conditions of the routes between Katy Trail and Matson Hill Park, our staff visited the project locations and performed an in-depth examination of the potential alternatives for continuation of the bike and pedestrian facilities. Our findings established two potential options for the routes to Matson Hill Park. They include the following starting points:

1. The intersection of Katy Trail and Route 94 Highway.
2. Katy Trail parking lot and trail head at Lucille Avenue, adjacent to the intersection of Justus Street and Lucille Avenue.

**OPTION 1: The Intersection of Katy Trail and Route 94 to Matson Hill Park**

This option would consist of approximately 2.3 miles, or a 21 minute bike ride, that would use the existing roadways at the starting point of the intersection of Katy Trail and Route 94. The route would direct bike traffic along Missouri 94 in the northeast direction. Trail users would continue northwest along Howell Road and then west on Matson Hill road until reaching the entrance into Matson Hill Park.

The roadways along this route consist of two lane, two-way traffic on a well-maintained asphalt surface with a 35 mph posted speed limit. There is a change in elevation of approximately 250’ over the entire route, which is generally lined with trees/forested areas except for pockets of agricultural land along Howell Road. All roadways are paved at approximately 22’ in width (11’ drive lanes in each direction). This leaves very little room for a dedicated bike lane within the existing pavement. Existing horizontal and vertical alignment changes lead to sight distance issues, which are made worse by the tree line alongside the road.

According to MoDOT’s Traffic Volume Map, Route 94 has Average Daily Traffic of 1,000+ vehicles/day. A higher traffic volume combined with the narrow roadway and higher traffic speeds point to a dedicated paved shoulder (bike lane) as the safest design on Route 94. We recommend a 6’-wide paved shoulder with edge line rumble stripes for the portion of Route 94 that extends from Katy Trail to Howell Road. This dedicated bike lane on Route 94 would be best situated on the west side of the road, as the east side has a significant drop in elevation and may require retaining walls or other grade-separation measures. The west side would also avoid any additional crossings of Route 94 in order to get onto Howell Avenue. Minor grading and removal of trees would be
needed to add the paved shoulder on this side. Additional design would be required to determine the extent of any right of way and utility impacts.

Once on Howell Avenue, Shared Lane Markings (or “sharrows”) on both directions of travel would be a safe, viable option. Such road markings are used to indicate a shared lane environment for bicycles and automobiles. Benefits of shared lane markings include reinforcing the legitimacy of bicycle traffic on the street, showing cyclists proper positioning in the lane, and directional and wayfinding guidance. Using pavement markings to delineate the bike path requires no additional street space, no moving of utilities, and extension of the two box culverts can be avoided. All of these advantages reduce project costs. These pavement markings are also common and therefore easier to maintain—the MUTCD outlines guidance for shared lane markings in Section 9C.07. To increase sight distance on Howell Avenue, we recommend trimming trees within 25’ of the roadway edge line in the horizontal curves to increase sight lines.

The on-road pedestrian and bike facility would then continue on Matson Hill Road. The paved portion of Matson Hill Road was recently resurfaced and is in good condition. It has similar constraints as Howell Avenue, in that there are areas on the north and south sides that are flat in elevation and contain limited conflicts with utilities, driveways, and trees for the potential placement of a dedicated bike lane. However, each side also has varying degree of drop offs from the shoulder that may require retaining walls and fall protection measures; cost constraints could be an issue. Due to the similarity to Howell Avenue, we suggest continuing the shared on-road facility by installing Shared Lane Markings on both directions of travel on Matson Hill Road. Although the roadway contains horizontal curves and design speeds are posted at 35 mph, it may be economical to use the existing roadway and provide added safety measures through pavement markings, roadway signage, and tree removal to enhance the sight distance of oncoming vehicles. The 2.3 mile route as listed above is a viable option and can be accomplished through numerous safety measures for on-road bike facilities.

**OPTION 2: Katy Trail Head at the Intersection with Lucille Avenue to Matson Hill Park**

This existing route would consist of approximately 1.8 miles, or a 16 minute bike ride, that would use roadways from the starting point of the Katy Trail Head at Lucille Avenue. This route would direct bike traffic northwest along Lucille Avenue and west to Justus Street. Justus Street merges into and becomes Matson Hill Road. The route would continue northwest along Matson Hill Road for approximately 1.2 miles to Duke Road. Trail users would turn north onto Duke Road/Matson Hill Road at the intersection to reach the entrance to Matson Hill Park.

Lucille Avenue and Justus Street are existing asphalt paved roadways of between 20’ and 24’ in width. We anticipate that these streets will utilize on-road shared vehicle/bike lanes and include the sharrow pavement markings. Justus Street continues and turns into Matson Hill Road. Matson Hill Road is a paved asphalt roadway leading up to a bridge crossing at Crow Creek. Crow Creek is directly connected to the Katy Reservoir—east of the bike route—which eventually makes its way to the Missouri River.

North of the bridge crossing, Matson Hill Road becomes a gravel-surfaced roadway. It is currently in good condition. The roadway varies in width between 16’ and 18’ with drainage ditches on the sides (some of which are rock-lined). The roadway services approximately 10 homeowners and consists of numerous horizontal changes with significant vertical elevation change of approximately 205’. The entrance off of Duke Road/Matson Hill Road is very large in its width and return radii. Its current condition allows for two-way traffic from both the northbound and southbound directions. There is no restricted access or signage that discourages cut-through traffic.

To allow a shared bike/pedestrian way with vehicular traffic, it would be prudent to restrict any vehicular traffic to Local Traffic Only. Traffic calming measures can be implemented at both entrances to deter any cut-through traffic. This could be accomplished with decorative entrance features or offset gates that would still allow vehicular traffic and fire truck access but also provide a visual barrier to indicate that it is intended for local users and bicycles/pedestrians only. Signs and pavement markings for bike/shared use would be provided.
On the south side of Matson Hill Road, adjacent to the Katy trailhead and north of Alice Avenue, a decorative entrance gate could be used as a traffic calming measure. This location currently consists of asphalt pavement that can remain and be striped for bicycle access.

On the north side of the Matson Hill Road in the gravel section, we recommend reducing the radius of the existing entrance apron and the width of the entrance in order to discourage cut-through traffic. A decorative entrance gate as a traffic calming device could also be installed in this location to discourage cut-through traffic and provide a cohesive design. Paving the apron of the intersection with asphalt and provide signage and pavement markings would complete the design.

To conserve funds, we propose using the existing gravel surface of Matson Hill Road, as it currently is in good condition. If the County desires, select sections of the road could be paved with asphalt where turning movements and braking are necessary. Other safety measures, such as advanced curve warning signs and guardrails, could be implemented at areas of a significant elevation drop-off from the path. Should the budget allow it, the County may consider paving this roadway in totality as it will benefit the existing home owners and increase the safety and functionality for bike and pedestrian users.

To complete the circuit to Matson Hill Park, the on-road facility would continue east along Duke Road/Matson Hill Road to the entrance of the park. For this section, we suggest constructing a dedicated 6’ wide paved shoulder on the east side of the roadway, as this area is fairly flat and has the available space between the edge of pavement to the tree lines. Pedestrians and bikes would then have to cross over Matson Hill Road, preferably at a location of the tangent of the roadway. A mid-block crossing design consisting of rapid rectangular flashing beacons and “zebra” stripe crosswalk striping would work well at such a crossing.

One item to note is that the southern portion of the trail extension falls within the FEMA 100-year floodplain. Any design considerations that would impact the existing elevations in this area will have to account for hydraulics and permitting through FEMA and St. Charles County.
TWM has considerable experience in projects of similar scope. What follows is an overview of the tasks we consider important in completing the design of the On-Road Bike and Pedestrian Facilities from Katy Trail to Matson Hill Park project. The tasks will be broken up into six main phases: Conceptual, Design, Permit, QA/QC, Bid, and Construction Administration.

Feasibility Assessment & Conceptual Phase
The Conceptual Phase is essential to a successful product. It will refine the project scope, budget, and schedule constraints.

We recommend a kickoff meeting with the design team and County staff. This helps TWM obtain project-specific requirements including the design criteria, responsibilities, preliminary schedule, available budget information, and other important project elements.

After the kickoff meeting and upon notice to proceed, TWM’s survey crew will collect field data and contact the County Registrar’s office to identify the existing site conditions, property boundaries, and easements. TWM can use drone technology to collect data and photographs in areas that standard survey crews could not reach. Mobile LiDAR and 3D scanning equipment are also available to collect field data quickly, safely, and accurately.

TWM is teamed with Planning Design Studio (PDS) and their expert staff to assist in the conceptual phase. PDS will employ a GRG-style Road and Trail Alignment Study to identify two main points of focus:

- **Project Feasibility Assessment** | The assessment will consist of the identification and analysis of two alternative routes. We will conduct a site visit to identify key points along each route that will form the production of a conceptual plan. A feasibility assessment matrix will be analyzed to evaluate and assign values to key factors such as safety (vehicular and bike/pedestrian), compatibility with existing residential stakeholders, cost effectiveness ratio, amenity value, and connectivity effectiveness.

- **Final Recommended Alternative** | Upon completion of the assessment and coordination with the County, we will supply a final recommended alternative. This will identify the preferred route and deliver a conceptual cost estimate and phasing/priority plan to guide design development. A draft report will be submitted to the County for review.

After comments are received from the County and coordination with the key stakeholders completed, we will refine the draft report and submit a final report. This will then be used as the basis of future design phases. The project schedule will be updated to focus on the critical dates, milestones, and deliverables.

Design Phase
This phase will be headed by TWM’s Project Manager, J.R. Landeck, and Lead Design Engineer, Ryan Cerniglia. At this stage, we will create the construction plan documents, technical specifications, and engineer’s cost estimates. This phase is an iterative process allowing the County to review/comment on and make recommendations or change requests to the plans at each submittal. Each design submittal will include a cost estimate using bid information collected from other recent projects in the area to determine unit prices. We propose three milestone submittals within this phase:

- **50% Submittal** | Using information collected during the Conceptual Phase, we will design the site to an approximate 50% level of completion for the County’s initial review.

- **85% Plans, Specifications, & Estimate (PS&E)** | Comments made on the 50% submittal will be addressed. Specifications and Job Special Provisions (JSPs) needed to bid and build the project will be developed. During this stage, the PS&E package will undergo an internal review to verify constructability and identify potential cost-saving opportunities.

- **100% PS&E** | We will submit a set of final plans that incorporates all comments from the County and/or regulatory agencies and includes copies of all permits acquired during the project.

General civil engineering tasks for the design phase include: trail geometry layout and cross sections, grading, erosion control and SWPPP documents, traffic control design, structural design (if applicable), pavement marking design, and stormwater analysis/storm sewer design.
Permitting Phase
This important step can impact project schedule and cost. Therefore, we will engage the permitting agencies with the 50% plan submittal and continue throughout the remaining design process. We would like to get in early and discuss all permits with the permitting agencies to allow them ample time for review of the project and to limit any scheduling constraints. Any changes requested by the permitting agencies can then be incorporated into the 85% and 100% plan submittals—avoiding delays in the schedule and preventing potential budget overruns.

For the project, the anticipated permits and applications include:
- Land Disturbance Permit and code review for St. Charles County, the Missouri Department of Natural Resources and any local ordinance requirements.
- Endangered Species Assessment through the US Department of Fish and Wildlife and MODOT RER analysis (if applicable)
- U.S. Army Corps of Engineers (USACE) for Section 404 Clean Water Act (if applicable)
- Missouri Department of Natural Resources for an individual 401 certification (if applicable) and an environmental assessment.

Eric Allmon will be the primary contact as the permitting coordinator. He will closely coordinate the environmental permitting progress with the lead design engineer and the hydraulic and stormwater engineer. The County will be provided regular status updates on the progress with permitting agencies.

Quality Assurance/Quality Control (QA/QC) Phase
The QA/QC Phase is a thorough review of the project design, specifications and quantities. It addresses any deficiencies during the design phase prior to issuing for bid, helping to reduce or eliminate changes orders during construction. For this reason, TWM has included one of our most experienced QA/QC managers, Sheila Kimlinger, on our team. Sheila has over 28 years of experience and has managed numerous bike and pedestrian facilities. As QA/QC Manager, she will work with the Project Manager to gather all technical plans, specification and permitting for review. Once all documents are reviewed, they will be distributed back to the engineering team for verification and to address plan revisions. The QA/QC Manager will be responsible for back checking that all plan revisions have been addressed prior to making a submittal.

Bidding Phase
The Bidding Phase is a major milestone in any project. TWM’s Project Manager and Lead Design Engineer will work closely with the County in preparing and supplying the required number of plan sets and specifications for the project. The specifications will include the technical and front-end documents as required by the County and JSPs, and will include all permits acquired. TWM will assist the County with bidding the project by conducting a pre-bid meeting for the contract bid holders, preparing any addenda as required, attending the bid opening, reviewing the bids, preparing and distributing a bid tabulation, and recommending contract approval. In addition, TWM will assist the County with the selection of contractors and with any additional bidding questions they may have.

Construction Administration
After award of the project to a contractor, TWM will provide construction administration services. These services will be headed by our Construction Administrative Lead, Heather Copeland. She will be assisted by the Lead Design Engineer for any technical questions or clarification. Services under the construction Administration Phase typically include the preparation of contract documents for execution by the County, review of shop drawings, addressing contractor’s request for information, and pre-construction and monthly construction meetings.

TWM has on-site inspection and observation services available to the County. TWM’s Construction Observation Manager, Seth Henry, has a great deal of experience with inspection and observation of trail and roadway projects and will act as the primary contact in this stage. Our team regularly performs construction engineering services such as traffic control inspection, erosion control inspection with SWPPP documentation, preparation of daily construction observation reports, confirmation of pay quantities, review of pay requests, preparation of change orders, project close-out and warranty period inspections throughout the installation of the project. In addition, Eric Allmon is located out of TWM’s St. Charles office. Should a conflict arise during construction, Eric would be onsite within the hour and will have the familiarity to answer any questions.
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Perhaps as important as the qualifications of a firm as a whole are the qualifications of that firm’s individual employees. Our practice is to use the collective skills of a core group of uniquely talented and qualified individuals to complete your project.

J.R. Landeck, PE, PLS will serve as Project Manager, be the primary point of contact, and be responsible for coordinating and directing the appropriate response to any and all project assignments. J.R will direct the design and all other efforts of the project team, guiding the project so that it is delivered within budget, and on schedule and that expectations are not only met but exceeded. J.R will be supported by a full team of TWM engineers, surveyors, and technical staff. The graphic below illustrates key members who are most likely to work on your project. In addition, TWM has partnered with Planning Design Studio (PDS) to support in the planning stages of this project.

**TWM by the numbers**

6th Largest Engineering Firm in the St. Louis Region
*St. Louis Business Journal*

- 34 Licensed Professional Engineers, including:
  - 7 Licensed Structural Engineers
  - 3 Professional Traffic Operations Engineers
- 11 Engineers in Training
- 4 Dedicated Construction Inspectors
- 8 Licensed Land Surveyors
- 4 Surveyors in Training
- 19 Simultaneous Survey Crews
- 7 States in which TWM staff hold engineering licenses:
  - Missouri
  - Illinois
  - Indiana
  - Kentucky
  - Texas
  - Tennessee
  - Florida
about j.r.
Licensed as both a Professional Engineer and Land Surveyor, J.R. has a keen understanding of the importance of the relationship between land surveying and engineering. As a Project Manager in the Transportation Engineering Department, J.R. is responsible for the design and management of transportation related projects. His experience includes project management, roadway and site design, and the preparation of plans, permits, specifications and cost estimates. He also uses ESRI’s ArcGIS to perform preliminary corridor and site planning, analysis and modeling, and mapping. J.R. is the Branch Manager for the St. Louis office.

education & credentials
B.S. | Civil Engineering | 2002
Southern Illinois University | Carbondale, IL
Professional Engineer | MO 2013 | IL 2012
Professional Land Surveyor | MO 2006 | IL 2007 | KY 2011

project experience
Colinear Trail—Katy Trail State Park | Missouri State Parks
Project Manager—Managed the design of a 1.4 mile collinear 12-ft. wide trail to relocate a segment of the Boonville to Clinton section of the Katy Trail. Design also included one pedestrian/service vehicle bridge crossing to span over Cedar Creek. Oversaw the preparation of plans, specifications and cost estimates. Conducted review to ensure compliance with NEPA and Endangered Species Act.

Manchester Road Shared-Use Path | Wildwood, MO
Project Manager—As a result of TWM’s success on Manchester Road Streetscaping, the City decided to construct a 10’ wide shared-use path along the south side of Manchester, just on the other side of Mo Route 109. TWM provided engineering for the design of the path, including drainage improvements, culverts, retaining walls, ADA curb ramps, and a pedestrian crossing with a guardrail.

MetroBikeLink Trail Extensions | St. Clair County, IL
Project Manager—Served as survey and project manager, coordinating the field work for locating boundaries, rights-of-way, and easements, and topographic and hydrographic survey(s), along with coordinating and performing boundary calculations, legal description and parcel plat preparation and installation of temporary and permanent monumentation along the 3.1-mile corridor. Oversaw the location, calculation and/or reestablishment of PLS section corners and numerous boundary, right-of-way and easement lines.

MetroBikeLink Trail Shiloh/Scott Section | St. Clair County, IL
Project Manager and Lead Designer—2+ mile extension of bike trail running along Metro alignment in St. Clair County. At-grade crossing required coordination with Norfolk Southern Railroad and their consultant. Permit included negotiation and coordination for 1.5 miles of adjacent fencing, drainage, “Z” pedestrian crossing, adjacent retaining wall, and easements.

Route 100 Pedestrian Underpass | City of Brentwood, MO
Technical Advisor—Design for a safe, grade-separated crossing for pedestrians and cyclists under Manchester Road, a major arterial road in St. Louis County. Provided supervision and technical advisement on the vertical and horizontal design of the connecting shared-use path, new vertical profile grade of MODOT’s Manchester Road, realignment of two side roads to accommodate new shared-use path, and assisted with coordinating various activities of four separate sub-consultants on the project.

Rock Island Trail | Pleasant Hill to Windsor, MO
Project Engineer—Assisted the design team in the development of the plans and construction estimate for the replacement of two culvert structures along Rock Island Trail. Responsible for review of the final design and estimate.

special training
• IDOT PROWAG/ADA Class
• MetroLink Tier I, System Safety certified
• MoDOT LPA Training

client reference
“TWM provided a timely 6-week turnaround for the re-design and evaluation of over 100 ramps on a fast-paced project. They were open to comments and suggestions from the City as they designed the ramps, which is a wonderful quality.”

Megan Fuhler, PE
Director of Public Works
Village of Shiloh
618.632.1022
(Formerly Project Manager for the City of University City, MO)
SHEILA KIMLINGER, PE, SE | QA/QC & Technical Advisor

about sheila
Sheila oversees TWM’s Transportation Engineering Group, specifically managing the firm’s local road and bike trail projects and contracts. She has managed hundreds of projects from start to finish and has also been responsible for the schedule, quality, and budget.

education & credentials
M.S. | Civil Engineering | 1991
B.S. | General Engineering/Structural Specialization | 1989
University of Illinois | Urbana-Champaign, IL
Professional Engineer | IL 1994 | MO 2007 | IN 2012 | TN 2018
Structural Engineer | IL 1995

project experience
MetroBikeLink Trail Realignment near McKinley Ave | Belleville, IL
Client Liaison, QA/QC—As part of 15-mile trail expansion project, this project consisted of relocating trail within the Metro light rail ROW, abutting up to 15 properties. Through public meetings, TWM presented choices for design decisions that were not yet made, such as the type of formliner facing for the tall precast MSE retaining walls, whether or not overhead utility lines should be buried, etc.

SIMPO IL Route 13 Pedestrian Crossing Study | Marion, IL (Safety)
Project Manager—Planning study for a potential pedestrian overpass/underpass on a 5-lane commercial corridor with heavy, high-speed vehicular traffic near a city park and improving the safety of their existing at-grade pedestrian crossing. Project involved public involvement with various stakeholders and agencies.

R Y A N  C E R N I G L I A ,  P E  | Lead Design Engineer

about ryan
Ryan has over 15 years of experience in site development and transportation design. He is driven to achieve results that are on schedule, within the scope of services, and under budget while still providing a high-quality design. He has prepared detailed drawings, specifications, bid documents and designed roadway improvements, stormwater management systems, utility design, and ADA accessibility.

education & credentials
B.S. | Civil Engineering | 2004
Marquette University | Milwaukee, WI
Professional Engineer | MO 2015 | IL 2012

project experience
Colinear Trail—Katy Trail State Park | Missouri State Parks
Project Engineer—Completed civil engineering design through the bidding phase for realignment of the existing Katy Trail. Tasks included preparation of plan documents, technical specifications, cost opinions, bidding documents, and construction administration services.

Des Peres Tennis Courts | Des Peres, MO
Project Engineer—Project involved the design of storm, sanitary and water utilities, stormwater BMP water quality measures through MSD approval and the coordination of the layout of pedestrian pathways and walkways throughout the site.

Hiawatha Avenue | Richmond Heights, MO
Project Engineer—Prepared roadway improvement plans for a 1/2 mile roadway reconstruction with the City. The design through bidding phase included roadway alignments, plan and profiles, intersection design, ADA sidewalks and curb ramps, traffic control, erosion control, utility design per MSD approval, and bid documentation.

SPECIAL TRAINING
- Bike Trail Planning & Design
- Designing Bicycle Facilities

client reference
“TWM has proven themselves worthy of completing a variety of tasks. They’ve also displayed the capability of completing work orders on an accelerated schedule when asked. Sheila has been very accommodating in splitting work orders between contracts to make the most use of available funds. TWM’s efforts and cooperation has been much appreciated by the District.”

IDOT District 7

RYAN CERNIGLIA, PE | Lead Design Engineer

about ryan
Ryan has over 15 years of experience in site development and transportation design. He is driven to achieve results that are on schedule, within the scope of services, and under budget while still providing a high-quality design. He has prepared detailed drawings, specifications, bid documents and designed roadway improvements, stormwater management systems, utility design, and ADA accessibility.

education & credentials
B.S. | Civil Engineering | 2004
Marquette University | Milwaukee, WI
Professional Engineer | MO 2015 | IL 2012

project experience
Colinear Trail—Katy Trail State Park | Missouri State Parks
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SPECIAL TRAINING
- Bike Trail Planning & Design
- Designing Bicycle Facilities

client reference
“TWM was an excellent partner with the City of Richmond Heights for the Laclede Station Road Project as well as other projects. They are always looking out for the city’s and residents’ best interests for the project. TWM was very detailed-oriented in the development of the project plans and specifications. Once the project went to construction TWM was always willing to help out the contractor with any explanations or questions that came up during construction.”

Chris Boyd
Director of Public Works
Richmond Heights, MO
314.645.2277
HEATHER COPELAND, PE | Civil Engineer/Construction Admin.

about heather
Heather joined TWM after working for the MoDOT’s St. Louis District for 14 years. She has a wide range of roadway design experience, including horizontal and vertical geometric revisions, signing, safety improvements, and large-scale ADA compliance projects. With her background in construction inspection, she has valuable experience in troubleshooting field issues quickly and efficiently.

education & credentials
B.S. | Civil Engineering | 2003
Missouri University of Science & Technology | Rolla, MO
Professional Engineer | MO 2009

special training
Prepared materials and assisted in training for St. Louis District personnel for design and construction of ADA facilities.

client reference
“Heather has been a tremendous asset to the City as we developed a plan for streetscape elements. ... Heather has shown to be very effective in engineering this project and presenting and conveying information to the community.”
Lisa Koerkenmeier
Assistant City Administrator/Director of Planning and Development
City of Brentwood, MO
314.621.0800

project experience
Route 100 (Manchester Road) Pedestrian Underpass | City of Brentwood, MO
Project Manager—Designed the vertical and horizontal improvements of the connecting shared-use path, new vertical profile grade of Manchester Road, realignment of two side roads to accommodate new shared-use path, and coordinating various activities of four separate sub-consultants on the project.

MoDOT Pedestrian Bridges Replacement Project | City of St. Louis, MO
Project Engineer—Designed the pedestrian path leading up to the bridge to ADA standards, and designed complex temporary traffic control plans for closing both interstates to facilitate construction.

McKnight Road Improvements | Richmond Heights, MO
Lead Project Engineer—Prepared plans, specifications, and bidding documents for roadway re-surfacing consisting of milling existing surface, HMA overlay, ADA 6’ wide sidewalk addition on the west side, drainage improvements, and signal replacement at the Clayton intersection.

CHRIS KUESTER, PE, CFM | Stormwater Engineer

about chris
Chris designs residential subdivisions and commercial sites. He is also experienced in various forms of hydrologic and hydraulic design, including storm sewer systems, stormwater detention, lake and dam design, and low-impact development (LID) and permitting through local and federal agencies.

education & credentials
B.S. | Civil Engineering | 2014
University of Evansville | Evansville, IN
Professional Engineer | IL 2018
Certified Floodplain Manager | IAFSM / ASFM | 2017

special training
Prepared materials and assisted in training for St. Louis District personnel for design and construction of ADA facilities.

client reference
“TWM is a great company to work with on projects. Thorough and knowledgeable.”
Megan Fuhler
Shiloh Station Road Reconstruction
Director of Public Works
Village of Shiloh
618.632.1022

project experience
Seeburger Rd. Bridge Replacement | St. Charles, MO
Engineering Designer—Performed hydrologic calculations and HEC-RAS analysis to size a replacement creek crossing. Permitting documents prepared for USACE 404 permit, Missouri Floodplain development permit and federal endangered species.

Green Mount Rd. Bridge Replacement at Richland Creek | Shiloh, IL
Engineering Designer—Performed GeoHECRAS modeling to determine the hydraulic adequacy of the existing bridge and to assess different design options for lane widening. Ensured the final proposal was cost-effective for the client while meeting the necessary freeboard and low-beam requirements.

Park Bridge Station Subdivision | O’Fallon, IL
Project Engineer—Performed HEC-RAS hydraulic analysis to support a FEMA Letter of Map Revision to Ogles Creek’s floodway and base floodplain. Designed the storm sewer and stormwater detention system for a 67-lot residential subdivision.
DEREK TWENTE, PLS, EI | Geospatial Manager

about derek
Derek works closely with the firm’s survey crews and other Professional Land Surveyors, creating standards for operating at the highest level of quality with professionalism and integrity. His responsibilities include project coordination, project management, proposal review and communication with clients.

education & credentials
Land Surveying Specialization program | SIU-C | Carbondale, IL | 2007
B.S | Civil Engineering | SIU-E | Edwardsville, IL | 2004
Professional Land Surveyor | TN 2017 | MO 2013 | IL 2012
Engineer Intern | MO 2005

project experience
Manchester Road Streetscape, Phase 3 | Wildwood, MO
Survey Manager—Established right-of-way limits for Manchester Road and 37 parcels adjoining right of way; Researched adjoining subdivision plats, acquisition deeds, and right-of-way plans for boundary resolution; Reviewed title commitment for each parcel to identify existing easements.

MetroBikeLink Trail Shiloh/Scott Section | St. Clair County, IL
Survey Manager—Oversaw 3D scanning of multiple bridges and existing NSRR track to aid in design of new bike trail and retaining wall.

Clark Street Storm Sewer Improvements | St. Charles, MO
Survey Manager—Topographical survey for design engineering of approximately 3,500 linear feet of storm sewers under an urban roadway. Used mobile LiDAR as the primary data collection method to provide an efficient deliverable given the complexity of the project. A dense point cloud of over a half billion points make up the project area.

client reference
“I’ve had the privilege of working with TWM and Derek Twente for the past couple of years. TWM is my trusted source for laser scanning, establishing project control, and layout of dimensionally critical items. Derek is knowledgeable, responsive, and focused on delivering projects in a timely and precise manner. He takes a personal concern with each project and continually strives to exceed our expectations.”

G. Scott Green, PE, CM-BIM, CM-Lean, LEED AP
Director of Construction Technology
Tarlton Corp. | 314.633.3300

ERIC ALLMON, PE | Permitting & Utility Coordinator

about eric
Eric has 21 years of design and technical experience in the civil, transportation and structural engineering fields. His extensive experience in civil site design and construction permitting for commercial and public improvement projects helps move projects quickly through the regulatory process. Eric is also TWM’s branch manager for the St. Charles office.

education & credentials
B.S | Civil Engineering | 2003
University of Missouri, St. Louis/Washington University
Professional Engineer | MO 2007 | IL 2018

project experience
Missouri River Flood Gates, Site 1 | St. Charles, MO
Project Engineer—Project designed improvements to an existing flood control structure at Site #1 and clearing and widening of discharge channel to improve stormwater flow out to the Missouri River. Required permits from USACOE, MoDNR, and Missouri State Parks. Performed design and permitting services.

Misc. Stormwater Projects | O’Fallon, MO
Project Manager—Designed storm water improvements in two separate locations to alleviate erosion and roadway overtopping causing property damage. Performed permitting services.

Randolph Street Water Main Replacement | St. Charles, MO
Project Manager—Project designed ductile iron pipe to parallel an existing water main located under the existing pavement. The upgraded water main will serve a new subdivision and improve the level of service in the area. A water main construction permit was required from MoDNR. Performed design and permitting services.

client reference
“I recently worked with Eric on the Dorchester Stormwater Project in O’Fallon, MO. The plans delivered were clear and thorough, allowing the project to flow from bidding to closeout with ease. During construction Eric answered my questions quickly and professionally. Overall I was pleased with the level of skill and professionalism from Eric.”

Ben Von Harz
Public Works Division | City of O’Fallon
636.379.5566
SETH HENRY | Construction Observation Manager

about seth
Seth joined TWM in 2013 with more than seven years of prior experience as a construction superintendent on federal projects. During that time, he oversaw and coordinated projects in excess of $7 million, checking quality and compliance, conducting daily safety inspections and weekly staff safety meetings, leading crews and meeting with clients. At TWM, he performs construction observation services and documentation of contract quantities.

education & credentials
B.S. | 2005 | Construction Management
Southern Illinois University | Edwardsville, IL

project experience
River Bridge District Roadway Reconstruction | East St. Louis, IL
Construction Observation Technician—Reconstruction of concrete road with HMA pavement, curb/gutter, sidewalk, storm sewer system, and pedestrian trail. Provided staking and layout services, inspection, depth and grade checks, coordination of outside material testing, quantity verification, preparation of pay estimates, material certification, and DOT specifications.

Shiloh Station Road Reconstruction | Shiloh, IL (STP)
Construction Observation Technician—Led construction of HMA pavement, curb and gutter, storm sewer, and sidewalk. Assisted with on-site inspection, coordination of material testing by an outside firm, test results and quantity documentation.

Pedestrian Crossing at IL 13/15 | Freeburg, IL (SRTS)
Construction Observation Technician—Construction of new sidewalk, pedestrian push button crossing, cross road culverts, and miscellaneous drainage. Assisted in on site inspection, coordination of material testing by an outside firm, test result and quantity documentation.

client reference
“TWM provided daily observation, quantity and material verifications, and Testing Firm coordination. TWM has been doing 100% of Swansea’s Transportation Work for the past 30+ years. Their presence kept our involvement during construction to a minimum, as they handled and vetted details and issues as they arose.”

Craig Coughlin
Deputy Chief | Village of Swansea, IL
618.233.8114

SETH HENRY | Construction Observation Manager

SCOTT EMMELKAMP, PLA, ASLA, LEED AP | Lead Planner

about scott
Scott has provided site planning and landscape design expertise for numerous parks and recreation master plans as well as entertainment and corporate/commercial projects in his career. His experience includes diverse roles, from project management, field investigations and site analysis to project design, and construction supervision.

education & credentials
B.S. | Landscape Architecture | 1987
University of Arkansas
Professional Landscape Architect | MO | IL | AR

project experience
Saint Charles County Greenway Master Plan | Saint Charles County, MO
County-wide planning effort with Great Rivers Greenway, St. Charles County Parks and local municipalities, using significant public outreach to identify new destinations and priorities for greenway development.

Bluebird Meadow Park | Dardenne Prairie, MO
Master plan and construction documents for trail connections on an 80-acre park adjacent to Great Rivers Greenway’s Dardenne Greenway.

River Des Peres Greenway | Saint Louis Region, MO
Design and construction documents for the beautification of 10 miles of urban riverfront, working with a multi-jurisdictional client and the Great Rivers Greenway District (GRG).

Parks and Recreation Master Plan | Dardenne Prairie, MO
A 10-15-year master plan that included public outreach including meetings and online survey to propose improvements for six parks totaling 186 acres.

affiliations
• American Society of Landscape Architects (ASLA), Board of Trustees Member
• Corporate Members, Missouri Parks and Recreation Association (MPRA)
• Member, Southern Illinois Parks & Recreation Association
• President, St. Louis Open Space Council
Capacity

At TWM, we have the resources of a larger firm and the personalized customer service of a small, family-oriented firm working for local communities. With more than 100 licensed professionals and support staff, our firm is an ideal size—large enough to take on major projects but small enough to respond to your needs quickly. Any of our team members can be available to lend their expert opinions or engineering skills on the project team in order to meet the scheduling requirements as part of this project.

TWM has availability to get started on your project right away. Below we have provided the project team’s current workload and availability. Although schedules and deadlines of existing projects may cause the availability as shown to vary, we are confident that given the notice to proceed, we can meet your requested schedule. Specific percentages of the project will be determined upon solidifying scope parameters. Our firms have a combined 34 Licensed Professional Engineers, 8 Licensed Professional Land Surveyors, and 7 Licensed Professional Landscape Architects. We at TWM and PDS have the ability to fully utilize the capacity of our extended staff to meet the schedule requirements of the County.

### CURRENT PROJECT TEAM WORKLOAD

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<tr>
<td>Colinear Trail—Katy Trail</td>
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<tr>
<td>Route 100—Manchester Road Improvements</td>
<td>75%</td>
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<tr>
<td>Brentwood Pedestrian Tunnel</td>
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<td>900 North Tucker Site Improvements</td>
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<td>McKnight Road Improvements</td>
<td>65%</td>
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<td>Seckman Road Improvements</td>
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### TEAM AVAILABILITY

- **J.R. Landeck**: 40% Available, 60% Obligated/Anticipated
- **Sheila Klimlinger**: 30% Available, 70% Obligated/Anticipated
- **Ryan Cerniglia**: 65% Available, 35% Obligated/Anticipated
- **Heather Copeland**: 60% Available, 40% Obligated/Anticipated
- **Chris Kueser**: 45% Available, 55% Obligated/Anticipated
- **Derek Twente**: 50% Available, 50% Obligated/Anticipated
- **Eric Allmon**: 40% Available, 60% Obligated/Anticipated
- **Seth Henry**: 60% Available, 40% Obligated/Anticipated
- **Scott Emmelkamp**: 45% Available, 55% Obligated/Anticipated
**CAPACITY AND CAPABILITY**

**Capability**
We have selectively chosen our in-house team members to provide you with the most qualified staff that can meet your project needs. Our individual team members have been working in the industry on projects of similar nature for an average of 15 years, with a combined experience of over 150 years. All of our personnel are either currently or have worked on projects related to pedestrian and bike paths, trails, shared-use paths, on- and off-road facilities. We have worked on projects from the early stages of feasibility analysis up to the final close out of construction and construction administration. As previously mentioned, we have the ability to pull in additional staff to assist on your project should the scope or schedule require it.

TWM is currently on-call with St. Clair County Transit District for providing shared-use path designs. We have been SCCTD’s and other agencies go-to firm for years, completing numerous similar projects in that time. Additionally, we are well versed on the requirements for federal funds. TWM has completed many projects for local municipalities through MoDOT and other governmental agencies.

We have provided in this submittal information our firm’s experience on projects similar to yours, along with references, which can be found on the project experience pages. Each reference is familiar with our design capabilities and can reiterate the responsiveness that TWM takes in exceeding our clients’ needs and expectations. We believe that our trail experience rivals any firm in the St. Louis region. In addition, we have provided you our key personnel’s resumes which include past projects that are relevant to this scope. We have an excellent in-house structural group that has vast experience with pedestrian trails/pathways, and numerous resources in consulting with geotechnical firms should the scope require it. If we are selected, we will exceed your expectations on this project and future projects.

**TWM and PDS Partnership**
TWM has enlisted the expertise of Planning Design Studio (PDS) to partner on our team for the planning and assessment components of the project as well as their continued consultation throughout the entire project. PDS’s vast knowledge and experience in pedestrian and bikeway trail systems, as well as long term master planning, is invaluable to the team.

TWM has had the pleasure of working with PDS on numerous past and current projects and will continue to partner on future opportunities. A few of these projects include:

- Brentwood Pedestrian Tunnel / Route 100 Improvements, Brentwood, MO (current project)
- Des Peres Park Improvements, Des Peres, MO (current project)
- Memorial Park, Webster Groves, MO
- O’Fallon Family Sports Park, O’Fallon, IL
- Schon Park, Glen Carbon, IL

As the following pages demonstrate, our relevant project experience exemplifies this team’s technical competence and past record of performance. It would be our sincere pleasure to provide these services to St. Charles County.

*West Belleville Trail (Before and After)*
Colinear Trail—Katy Trail State Park

description
TWM is responsible for the design of a 1.4 mile colinear trail to relocate a segment of the Boonville to Clinton section of the Katy Trail for Missouri State Parks. The colinear portion of the trail is located just northeast of the City of Sedalia, MO, and will connect to a future realignment of Katy Trail through the City to the Katy Depot. The new 12-ft. wide trail is an offset from the former trail segment and will allow the Union Pacific Railroad to resume use of their railbed for a short line railroad. Design also includes one pedestrian/service vehicle bridge crossing to span over Cedar Creek.

scope of work
- Geospatial services, which include the topographic, boundary and hydraulic surveys.
- Structural engineers provided the layout and design of a pedestrian bridge spanning over the existing Cedar Creek.
- Civil engineering design and plan documents for bidding which included the plan & profiles, 50’ trail cross sections, storm sewer design, erosion control / SWPPP documents, typical sections and site details.
- Prepared the technical specifications, front end documents, engineer’s cost estimates and all documents necessary for the Bidding Phase.
- Conducted review to ensure compliance with NEPA and Endangered Species Act for both the City and MSP portions of the trail. Additional permitting was prepared for the US Army Corps of Engineer’s 404 Clean Water Act permit.
- On-going construction administrative services with the Office of Administration and the Contractor for items that include response to RFI’s, shop drawing review, monthly construction meetings and numerous site visits.
MetroBikeLink Trail System

description
TWM has provided on-going design services to the St. Clair County Transit District for the extension of the MetroBikeLink Trail. TWM’s design is forming the backbone of the bike trail system in St. Clair County, linking MetroBikeLink with Swansea’s Richland Creek Bikeway and Belleville’s Richland Creek Greenway, and providing the opportunity for future expansion of trails throughout the county.

Under a Master Agreement, TWM has been working with St. Clair County Transit District to design 14 miles of the MetroBikeLink Trail from Fairview Heights Station to SAFB Station. Improvements have included new designs as well as connections to existing trails throughout the difficult terrain of the active light-rail alignment, encompassing eight major beam bridges, nine retaining walls, various enclosed drainage systems and culvert designs and five pre-engineered bridges.


scope of work
Shiloh Trail Extension
For one major project, TWM designed a new 2.9-mile trail extension through Shiloh, providing recreational opportunities to both residential subdivisions and Scott AFB. Portions of this segment were parallel to both the MetroLink and NSRR alignments, with a Z-gate pedestrian crossing over the NSRR. Truss structures included a three-span bridge over Loop Creek and a two-span bridge over Buss Farm Creek. Additionally, they designed two boardwalks in low-lying wet areas to minimize disturbance. A soil-nailed retaining wall was added under IDOT’s dual bridges carrying IL Route 158 over NSRR to allow for trail passage through the existing slope wall. Project required continual coordination with both Metro and NSRR throughout design and construction.

McKinley Realignment 3D Survey
TWM used 3D scanning to monitor existing MetroLink rails and appurtenances during construction of the realigned bike trail segment known as the McKinley Realignment. Approximately 3,500’ of track was scanned and used as a baseline for the duration of the monitoring. This survey technology allowed for quick data collection while not disrupting MetroLink service hours. TWM worked closely with Metro to obtain all necessary permits and training and used a flagman during all track work. Data collected was presented to Metro showing various locations of track deformation along the alignment that were out of Metro’s tolerance.
Saint Charles County Greenway Master Plan

description
Planning Design Studio is working with Great Rivers Greenway (GRG) and Saint Charles County Parks to develop a Greenway Master Plan for the 593 square miles of Saint Charles County.

The planning team is working closely with representatives from Saint Charles County municipalities and other stakeholders to strategize potential greenway routes that will benefit everyone and establish priorities for development.

Input from Saint Charles County residents is an important component of the planning process. The planning team is gathering feedback at numerous events throughout Saint Charles County and with an online survey. The input collected is used to determine what destinations and greenways are most important to county residents. Greenway alignments that have already been proposed by municipalities or other organizations will also be considered and incorporated into the plan.

The year-long planning effort will include feasibility assessment, phasing recommendations, and development priorities for the proposed greenway networks. This project is part of the overall mission of GRG to make the Saint Louis region a more vibrant place to live, work and play through establishing a network of greenways.
**River Bridge District Phase I—Bike Path and Roadway Reconstruction**

**description & scope of work**
Improvements provided convenient access to Front Street grain handling facilities and also include a 10’ shared-use path as part of a long-term plan to connect Malcolm Martin Memorial Park with the Madison County Trail system. Also included reconstruction of the entire 6,200’ length of Front street, as well as portions of B Street and Missouri Avenue.

**Owner** | St. Clair County Transit District  
**Reference** | Norm Etling, County Engineer  
**Construction Cost** | $6,900,000  
**Timeline** | 2016 (design) 2018 (constr.)  
**Team** | Sheila Kimlinger, PE, SE; Seth Henry

**City of Wildwood’s Shared Use Path**

**description & scope of work**
This project was part of the City’s Master Plan to create more connected neighborhoods. TWM’s engineering responsibilities included preparation of conceptual plans, preliminary plans, contract plans, right-of-way, preparing and submitting permits, contract documents, assisting with the bidding process for ADA-compliant sidewalks, 10’ wide shared use path, curb ramps, crosswalks, and flashing warning beacons. Also included the preparation of PS&E and final documents.

**Owner** | City of Wildwood, MO  
**Reference** | Rick Brown, PE, Director of Public Works  
**Construction Cost** | n/a  
**Timeline** | 2018 (design)  
**Team** | J.R. Landeck, PE, PLS; Kevin Ostermiller, PE

**Route 100 Pedestrian Tunnel**

**description & scope of work**
Improvements include an arched pedestrian tunnel, realigning Mary and Dorothy Avenue and raising Manchester Road to accommodate the tunnel, and adding 1,000 feet of shared use path to connect Rogers Parkway to a future GRG Deer Creek Bicycle facility. Design tasks for the mainline feature consolidating entrances along Manchester Road, pedestrian facility analysis and improvements, and regulatory wayfinding signage.

**Owner** | City of Brentwood, MO  
**Reference** | Dan Gummersheimer, Director of Public Works  
**Construction Cost** | $5,500,000 (est.)  
**Timeline** | 2019 (design)  
**Team** | Heather Copeland, PE; J.R. Landeck, PE, PLS; Ryan Cerniglia, PE

**North St. Louis County Bikeway**

**description & scope of work**
This project involved the design of both on-street and separated multipurpose trails. The 8.3-mile Phase 1 is referred to as the College to College Bikeway, extending from the University of Missouri-St. Louis (UMSL) campus and a nearby Metrolink station northward to the St. Louis Community College (SCC) Florissant Valley campus. The 5.8-mile Phase 2 route extends the bicycle route from SCC Florissant Valley to the North County Recreation Complex and to Lewis & Clark Boulevard.

**Owner** | St. Louis County Park District  
**Reference** | Gerry Biedenstein, Project Manager (retired)  
**Construction Cost** | $730,000  
**Timeline** | 2018  
**Team** | Scott Emmelkamp, PLA, LSA, LEED AP

**Tap-5402(614) Shared Lane Markings**

**description & scope of work**
This project installed full-lane width enlarged shared lane markings along five different streets within University City—connecting schools and parks in its immediate area. These streets are 82nd St, 81st St, Purdue Ave, Jackson Ave, and Old Bonhomme Road. Signage was proposed for this bicycle facility, and all improvements were constructed within the existing right-of-way.

**Owner** | City of University City, MO  
**Reference** | Angelica Gutierrez, PE, Sr. Project Manager  
**Construction Cost** | $519,000  
**Timeline** | 2016  
**Team** | J.R. Landeck, PE, PLS; Kevin Ostermiller, PE

**IL Route 13 Pedestrian Crossing Study**

**description & scope of work**
TWM studied the feasibility of a pedestrian crossing at IL Route 13 near the City Park. The 5-lane highway is crossed by little leaguers, pool attendees, and other park patrons who cross to buy concessions from the convenience store located on the other side of the highway. TWM evaluated the possibilities of a pedestrian tunnel, pedestrian bridge and/or at-grade crossing improvements such as flashing beacons or other advance warning systems.

**Owner** | SIMPO/Joe Zdankiewicz  
**Reference** | 618.997.9351  
**Construction Cost** | n/a  
**Timeline** | 2018  
**Team** | Sheila Kimlinger, PE, SE
ARTICLE I
PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Thouvenot, Wade & Moerchen, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, “Employment Eligibility Verification”, of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a “Federal contractor”) to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II
FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
To be accepted as a participant in E-Verify, you should only sign the Employer’s Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

**Employer**  Thouvenot, Wade & Moerchen, Inc.

<table>
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<tr>
<th>Jennifer M Wolkiewicz</th>
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<tr>
<td>Name (Please Type or Print)</td>
<td>Title</td>
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*Electronically Signed*

| 01/16/2009 |  
| Signature | Date |

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

|  |
|-----------------------|---|
| Name (Please Type or Print) | Title |

*Electronically Signed*

| 01/16/2009 |  
| Signature | Date |
EMPLOYMENT POLICIES AND PRACTICES

Equal Employment Opportunity and Affirmative Action

In accordance with federal law, TWM is committed to providing equal employment opportunities for all persons without regard to race, color, religion, sex, gender identity, national origin, age, disability, or genetic information. In addition, in Illinois, the Illinois Human Rights Act prohibits discrimination because of ancestry, citizenship status, marital status, order of protection status, arrest record, military status, sexual orientation, unfavorable discharge from military service, or pregnancy. Employment decisions by TWM will be based on merit, qualifications, and abilities. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination and access to benefits and training.

TWM will make reasonable accommodations for qualified individuals with known disabilities, including pregnancy and childbirth-related conditions, unless doing so would result in an undue hardship.

Individuals seeking reasonable accommodation for a disability should contact their supervisor or the Human Resources Manager with their request. TWM seeks to handle such requests promptly, collaboratively, and confidentially. A written or oral request to the supervisor or Human Resources Manager will initiate an interactive process through which the Human Resources Manager gathers information via discussion with the requestor and other relevant individuals. The process serves to collect the necessary information so that the Human Resources Manager can make an informed decision about whether the requestor is covered as an individual with a disability, and if so what, if any, reasonable accommodation(s) will effectively eliminate the barrier and permit equal opportunity for a job, to perform or gain access to the workplace, or to enjoy access to the benefits and privileges of employment.

The recipient of the request will consult with the supervisor or Human Resources Manager to check that it does in fact meet the individual’s disability-related needs, and enables the person to perform the essential functions of the position.

The interactive process is intended to be a flexible approach that requires the HR Manager, supervisor and individual to communicate with each other regarding the precise nature of the issue that is generating the request, how a disability is prompting the need for an accommodation, and alternative accommodations that may be effective. The requesting individual acknowledges that other individuals, such as IT staff or outside sources, may need to be consulted to assist with determination and/or implementation of an accommodation. Sharing of this information will be limited to a need-to-know basis.

If the disability is not obvious or already known, TWM may request medical information from the employee’s health care provider showing that the individual has a covered disability requiring accommodation. The medical information requested will be limited to what is sufficient to explain the nature of the disability, the individual's need for reasonable accommodation, and how the requested accommodation will assist the individual to apply for a
job, perform the essential functions of a job, or enjoy the benefits and privileges of the workplace.

Communication is a priority throughout the entire process, but particularly where the specific limitation, problem, or barrier is unclear, where an effective accommodation is not obvious, or where the parties are considering different forms of reasonable accommodation. The individual making the request and the Human Resources Manager and supervisor should work together to identify effective accommodations. The Human Resources Manager should update the requestor throughout this process. In addition, the requestor may periodically check with the Human Resources Manager for information on the progress made in processing the request. The individual may make the request at any time, and need not have a particular accommodation in mind before making a request. TWM encourages the individual to make suggestions for solutions that will allow the individual to perform the essential functions of the job. TWM may select an alternate accommodation that still serves the intended purpose if the alternate solution is more reasonable for TWM.

If no reasonable accommodations can be identified and if the employee so desires, the Human Resources Manager will search for vacant positions including those advertised, those not advertised but not yet filled, and those vacant but not yet advertised. Reassignment will be to an equivalent position where possible, but if no such position is available, may be to a lower level position as similar as possible to the current position. If the employee is willing to relocate he/she may be assigned to a new location outside his/her current commuting area. TWM will not pay relocation or other costs for transfer reassignments as a reasonable accommodation.

TWM has the right to deny a request if the medical condition does not meet the ADA definition of disability, if all solutions found present undue hardship, if no reassignment is available, or if the employee declines a reassignment.

If you are pregnant, recovering from childbirth, or have a condition related to pregnancy, you have the right to ask for a reasonable accommodation. This includes bathroom breaks, assistance with heavy lifting, a private space for expressing milk, or time off to recover from your pregnancy. For more information regarding your rights on Pregnancy in the Workplace, download the Illinois Department of Human Rights fact sheet at www.illinois.gov/dhr, or refer to the posted “Pregnancy Rights Notice.”

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor, to their manager, or directly to any member of senior management. Employees may raise concerns and reports without fear of reprisal. Anyone found to have engaged in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

TWM will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, gender identity, national origin, age, disability, or genetic information, or because of ancestry, citizenship status, marital status, arrest record, military or veteran status, sexual orientation or unfavorable discharge from military service. Such action shall include but not be limited to, the
following: Employment upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

TWM will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor.

TWM will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor pursuant thereto, and will permit access to its books, records and accounts by the Department of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and order.
LEGAL NOTICE

REQUEST FOR QUALIFICATIONS
RFQ 19-146

For

Professional Services – On Road Bike and Pedestrian Facilities from Katy Trail to Matson Hill Park

ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI

St. Charles County is seeking Statements of Qualifications for Professional Services – On-Road Bike and Pedestrian Facilities from Katy Trail to Matson Hill Park. 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] original and one [1] electronic copy (USB flash drive) of the statement of qualifications must be received in a sealed envelope plainly marked “RFQ 19-146 Professional Services – On-Road Bike and Pedestrian Facilities- Katy Trail to Matson Hill Park” with the due date and time in the lower left corner of the envelope.

An authorized representative of the company/person submitting the qualifications must sign the submittal in blue ink.

Qualifications must be submitted to the St. Charles County Finance Department, 201 North Second Street, Room 541, St. Charles, MO 63301, prior to 2:00 PM on Friday, November 1, 2019. This address is the St. Charles County Administration Building.

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

QUALIFICATION INQUIRIES

Any questions concerning this Request for Qualification must be submitted in writing to:

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

- The Qualification number and title shall be referenced on all correspondence.
- All questions must be received no later than 2:00 PM on 10/23/2019. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County’s website http://www.sccmo.org/Bids.aspx. Check this website frequently for updates and any addendum that are issued.

Prohibited Communication
Contact with any representative, other than through the procedure outlined in the section titled “Qualification Inquiries”, concerning this request is prohibited. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and the Agencies within St. Charles County. Any Offeror engaging in such prohibited communications 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.

➢ All Qualifications will be considered final as submitted. No additions, deletions, corrections, or adjustments will be accepted after the time of Qualification opening. County reserves the right to make inquiry of the Consultants submitting qualifications to clarify its understanding of the Consultant’s submittal.

➢ The electronic version of this Request for Qualifications 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 Request for Qualifications 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.

➢ Consultants are required to clearly identify any deviations from the specifications in this document.

➢ An authorized officer of the company submitting the Qualification must sign all Qualifications, in blue ink.

➢ Consultants must submit one signed original and an electronic copy on a USB flash drive of their Qualifications; the printed version is to be an original and so marked.

➢ St. Charles County will not award any contract 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.

➢ Qualifications received after the designated time of the receipt of the sealed Qualifications will be considered as “No Qualification” and “Void” and will not be opened.

➢ The successful Consultant is specifically denied the right of using in any form or medium the names of St. Charles County or any division, department or bureau of St. Charles County for public advertising unless express written permission is granted.

➢ Award will be made to the Consultant with Qualifications which will best serve the County. Award is dependent upon successful negotiation of price. If the parties fail to agree on price, the County reserves the right to negotiate with the next most qualified Consultant.

➢ INSURANCE:

Errors and Omissions (Professional Liability): with limits of not less than $1.0 million per claim/$3.0 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

Pedestrian Facilities Katy Matson
Parks
Page 3 of 11

RFQ 19-146 Prof. Svcs. - On-Road Bike and Proposal Response from (please complete)

TWM, Inc.

Name of Company or individual
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 "Consultant" 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:

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."

X  "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.
Request for Qualifications

The St. Charles County is soliciting Request for Qualifications (RFQ) to determine the feasibility of, and to perform design and engineering services for on-road bike and pedestrian facilities from the Katy Trail to Matson Hill Park. Firms will also perform construction administration for the same. Consideration needs to be given to the potential restrictions that would prevent the on-road bike and pedestrian facilities between the two locations, including safety and effectiveness.

The Katy Trail, located in Defiance, Missouri 63341. Matson Hill Park located at 670 Matson Hill Road, Defiance, Missouri 63341

The scope of this project may include but not be limited to the following:

- Provide project feasibility assessment
- Provide cost evaluation and recommendations.
- Determine cost estimates for construction
- Prepare the construction drawings and specifications necessary for bidding and development.
- Obtain all reviews, approvals and assist with permits required for the proposed construction.
- Assist County in construction bidding, selection of Contractors, construction administration and observation through completion of the installation project.

The County is seeking for the firm to analyze routes identified by the County as possible connectors from the KATY to Matson Hill Park. The firm is to consider if segments of Matson Hill Rd could be restricted to local traffic to encourage use as a pedestrian and bike corridor.

The goal of this project is to provide effective and safe on-road bike and pedestrian facilities from the Katy Trail to Matson Hill Park.

Firms should submit their Professional Qualifications for review and consideration. Items of special interest in the review of qualifications include demonstrated understanding of this project and the performance of similar projects in the last 5 years involving the key personnel proposed for this project. The Design Team's qualifications submitted for consideration should include but not be limited to the following:

- Professional Capabilities and Relevant Experience of the Design Team
- Design Team Organization and approximate percentage of the project for each team member.
- Qualifications of Key Personnel
- Current Workload/Capability to do the Work
- Project Understanding with submittal of description of the project scope and project schedules
- Project Schedule to include estimated hours for design up to and including construction
Qualifications will be evaluated and reviewed by a selection committee. Further steps in the selection process may include interviews with selected firms and will be at the discretion of the selection committee. Any evaluation criteria, weighing of criteria, or ranking is used only as a tool to assist in selecting the most qualified firm for this project. General evaluation criteria are as follows:

- Experience and Technical Competence  
  20 points maximum  
- Capability and Capacity  
  15 points maximum  
- Past Record of Performance  
  15 points maximum  
- Project Understanding  
  45 points maximum  
- Schedule  
  5 points maximum

The County and the highest ranked firm shall enter in negotiations for the award of this project. Upon award of this project you will be expected to execute a professional services contract agreement.

If the county is unsuccessful in negotiating a contract with the highest ranked firm, St. Charles County Government may then negotiate with the second or third ranked finalists until a contract is executed, or may decide to terminate the selection process.

To schedule a site visit appointment, please contact:

Joe James  
Project Manager  
St Charles County Government  
300 North Second Street, Suite 101  
St Charles, MO 63301  
P. 636.949.1890  
jrjames@scgmo.org
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: 11/01/2019
Signature: [Signature]
Title: St. Louis Office Branch Manager
Company: TWM, Inc.
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: TWM, Inc.

Business Address: 400 N. Fifth Street, Suite 101

St. Charles, MO 63301

Business Hours: 7:30am-6:00pm

Phone: 636.724.8300  Fax: 

Email address: jlandeck@twm-inc.com

Contact Person: J.R. Landeck, PE, PLS

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

Date: 11/01/2019
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 John Richard Landeck (Name of Business Entity Authorized Representative) as Project Manager/Branch Manager (Position/Title) first being duly sworn on my oath, affirm

TWM, Inc. (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 TWM, Inc. (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.)

[Signature]
Authorized Representative’s Signature
John Richard Landeck
Printed Name
10/31/2019
Date

Branch Manager
Title
jrlandeck@twm-inc.com
E-Mail Address

Subscribed and sworn to before me this 31st of October, 2019. I am commissioned as a notary public within the County of St. Louis City, State of Missouri, and my commission expires on 12-28-22.

[Signature]
Signature of Notary

CHAD ROSS
My Commission Expires
December 28, 2022
St. Louis City
Commission #14632301

RFQ 19-146 Prof. Svcs. - On-Road Bike and Proposal Response from (please complete)
TWM, Inc.
Name of Company or individual
LEGAL NOTICE

REQUEST FOR QUALIFICATIONS
RFQ 19-146
For
Professional Services – On Road Bike and Pedestrian Facilities from Katy Trail to Matson Hill Park

ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI

St. Charles County is seeking Statements of Qualifications for Professional Services – On-Road Bike and Pedestrian Facilities from Katy Trail to Matson Hill Park. 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] original and one [1] electronic copy (USB flash drive) of the statement of qualifications must be received in a sealed envelope plainly marked “RFQ 19-146 Professional Services – On-Road Bike and Pedestrian Facilities – Katy Trail to Matson Hill Park” with the due date and time in the lower left corner of the envelope.

An authorized representative of the company/person submitting the qualifications must sign the submittal in blue ink.

Qualifications must be submitted to the St. Charles County Finance Department, 201 North Second Street, Room 541, St. Charles, MO 63301, prior to 2:00 PM on Friday, November 1, 2019. This address is the St. Charles County Administration Building.

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

QUALIFICATION INQUIRIES

Any questions concerning this Request for Qualification must be submitted in writing to:

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

- The Qualification number and title shall be referenced on all correspondence.
- All questions must be received no later than 2:00 PM on 10/23/2019. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County’s website http://www.sccmo.org/Bids.aspx. Check this website frequently for updates and any addendum that are issued.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled “Qualification Inquiries”, concerning this request is prohibited. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and the Agencies within St. Charles County. Any Offeror engaging in such prohibited communications 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.

- All Qualifications will be considered final as submitted. No additions, deletions, corrections, or adjustments will be accepted after the time of Qualification opening. County reserves the right to make inquiry of the Consultants submitting qualifications to clarify its understanding of the Consultant’s submittal.

- The electronic version of this Request for Qualifications 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 Request for Qualifications 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.

- Consultants are required to clearly identify any deviations from the specifications in this document.

- An authorized officer of the company submitting the Qualification must sign all Qualifications, in blue ink.

- Consultants must submit one signed original and an electronic copy on a USB flash drive of their Qualifications; the printed version is to be an original and so marked.

- St. Charles County will not award any contract 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.

- Qualifications received after the designated time of the receipt of the sealed Qualifications will be considered as “No Qualification” and “Void” and will not be opened.

- The successful Consultant is specifically denied the right of using in any form or medium the names of St. Charles County or any division, department or bureau of St. Charles County for public advertising unless express written permission is granted.

- Award will be made to the Consultant with Qualifications which will best serve the County. Award is dependent upon successful negotiation of price. If the parties fail to agree on price, the County reserves the right to negotiate with the next most qualified Consultant.

- INSURANCE:

  Errors and Omissions (Professional Liability): with limits of not less than $1.0 million per claim/$3.0 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 “Consultant” 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 in 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:

**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.
Request for Qualifications

The St. Charles County is soliciting Request for Qualifications (RFQ) to determine the feasibility of, and to perform design and engineering services for on-road bike and pedestrian facilities from the Katy Trail to Matson Hill Park. Firms will also perform construction administration for the same. Consideration needs to be given to the potential restrictions that would prevent the on-road bike and pedestrian facilities between the two locations, including safety and effectiveness.

The Katy Trail, located in Defiance, Missouri 63341. Matson Hill Park located at 670 Matson Hill Road, Defiance, Missouri 63341

The scope of this project may include but not be limited to the following:

- Provide project feasibility assessment
- Provide cost evaluation and recommendations.
- Determine cost estimates for construction
- Prepare the construction drawings and specifications necessary for bidding and development.
- Obtain all reviews, approvals and assist with permits required for the proposed construction.
- Assist County in construction bidding, selection of Contractors, construction administration and observation through completion of the installation project.

The County is seeking for the firm to analyze routes identified by the County as possible connectors from the KATY to Matson Hill Park. The firm is to consider if segments of Matson Hill Rd could be restricted to local traffic to encourage use as a pedestrian and bike corridor.

The goal of this project is to provide effective and safe on-road bike and pedestrian facilities from the Katy Trail to Matson Hill Park.

Firms should submit their Professional Qualifications for review and consideration. Items of special interest in the review of qualifications include demonstrated understanding of this project and the performance of similar projects in the last 5 years involving the key personnel proposed for this project. The Design Team’s qualifications submitted for consideration should include but not be limited to the following:

- Professional Capabilities and Relevant Experience of the Design Team
- Design Team Organization and approximate percentage of the project for each team member.
- Qualifications of Key Personnel
- Current Workload/Capability to do the Work
- Project Understanding with submittal of description of the project scope and project schedules
- Project Schedule to include estimated hours for design up to and including construction
Qualifications will be evaluated and reviewed by a selection committee. Further steps in the selection process may include interviews with selected firms and will be at the discretion of the selection committee. Any evaluation criteria, weighing of criteria, or ranking is used only as a tool to assist in selecting the most qualified firm for this project. General evaluation criteria are as follows:

- Experience and Technical Competence 20 points maximum
- Capability and Capacity 15 points maximum
- Past Record of Performance 15 points maximum
- Project Understanding 45 points maximum
- Schedule 5 points maximum

The County and the highest ranked firm shall enter in negotiations for the award of this project. Upon award of this project you will be expected to execute a professional services contract agreement.

If the county is unsuccessful in negotiating a contract with the highest ranked firm, St. Charles County Government may then negotiate with the second or third ranked finalists until a contract is executed, or may decide to terminate the selection process.

To schedule a site visit appointment, please contact:

Joe James
Project Manager
St Charles County Government
300 North Second Street, Suite 101
St Charles, MO 63301
P. 636.949.1890
jrjames@sccmo.org
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: ________________________________
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 __________ of ____________, I am

(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of __________________________, State of _________________.

(NAME OF COUNTY) (NAME OF STATE) (DATE)

Signature of Notary

Date

________________________________________