



LEGAL NOTICE

REQUEST FOR QUALIFICATIONS SEALED PROPOSAL 13-168

For

Drainage Analysis-Pinewoods Subdivision

For

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

St. Charles County is seeking Statement of Qualifications for **Drainage Analysis-Pinewoods Subdivision**. The County reserves the right to terminate the contract for reasons of violations by the successful proposer of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

INSTRUCTIONS

One [1] signed original and two [2] signed copies of the statement of qualifications must be received in a sealed envelope plainly marked “**13-168 Drainage Analysis-Pinewoods Subdivision**” with the due date and time in the lower left corner of the envelope.

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

Statements of Qualifications must be submitted to the St. Charles County Finance Department, 201 North Second Street, Room 541 St. Charles, MO 63301 prior to **Friday, November 15, 2013 at 2:00 PM**.

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

INQUIRIES

Any questions or clarifications concerning this Request for Qualifications must be submitted in writing via E-mail (preferred), mail or fax to:

Chris Bostic, Engineering Design Manager
St. Charles County Highway Department
201 North Second Street Suite 429
St. Charles, Missouri 63301
Phone: (636) 949-7305
cbostic@sccmo.org

Kurt Mandernach, Purchasing Manager
St. Charles County Government
Finance Department
201 North Second St
St. Charles, Missouri 63301
Fax: (636)949-7589
kmandernach@sccmo.org

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled “Proposal Inquiries”, concerning this request is prohibited PRIOR TO PROPOSAL OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County. Any Offeror engaging in such prohibited communications prior to Proposal Opening may be disqualified at the sole discretion of St. Charles County.

TERMS AND CONDITIONS

- No additions, deletions, corrections, or adjustments will be accepted after submissions are opened.
- The electronic version of this proposal/RFQ is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this proposal/RFQ on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- An authorized officer of the company submitting the response must sign all copies, in blue ink.
- Vendors must submit three [3] signed copies of their statement of qualifications; one is to be an original and so marked.
- Prices for services should not be included in submitted responses
- St. Charles County will not award any proposal to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.
- Sealed submissions received after the designated time of the receipt of the sealed statements will not be opened.
- The successful firm is specifically denied the right of using in any form or medium the names of St. Charles County or any other public entity within the St. Charles County for public advertising unless express written permission is granted.
- All firms must possess the necessary and appropriate business and/or professional licenses in their field.
- Award will be made to the firm best qualified and capable of performing the desired work, subject to successful contract negotiations.

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, 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 proposal request. Vendors 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 proposal solicitation response.

These documents will be kept on file. The notarized affidavit 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 Contractor, and the Department of Homeland Security - Verification Division

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

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

Insurance

Worker's Compensation and Employer's Liability: The successful contractor and each subcontractor shall maintain a policy of Worker's Compensation insurance, or be a qualified self-insurer, providing Statutory limits and Employer's Liability coverage with limits of no less than \$500,000 during the life of the contract.

Automobile, General Liability (including products and completed operations) and Property Damage: The Contractor and any subcontractor(s) shall maintain throughout the life of the contract comprehensive General liability insurance, including completed operations, in an amount of not less than \$1,000,000 for bodily injury or death to any one person; \$3,000,000 per occurrence is an acceptable alternative. Property damage coverage of at least \$1,000,000 shall be maintained. The policy shall be endorsed so that the General Aggregate limit applies separately to each authorized project. Automobile coverage must include non-owned vehicles.

All such insurance shall be written through an insurance company licensed to do business in the State of Missouri and acceptable to Saint Charles County. The policy must specifically state that the coverage, as it pertains to the County, shall be primary; that any or all insurance carried by an additional insured is strictly excess and secondary, and will not contribute to the Contractor's policy.

The Contractor and each subcontractor agree to furnish Saint Charles County with a Certificate of Insurance naming them as an Additional Insured on each of their respective policies and include a provision for at least 30 days written notice of any material change or cancellation.

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 negotiated contract based on the proposal is entered or all proposals are rejected. If Proposer believes that any information contained in or submitted with the proposal is protected from disclosure by the Missouri Sunshine Law, the proposer must clearly identify what information the proposer believes is so protected and must also clearly identify the legal basis therefor.

REQUEST FOR QUALIFICATIONS FOR DRAINAGE ANALYSIS

PINE WOODS SUBDIVISION

The St. Charles County Highway Department is requesting proposals for the engineering analysis of an existing storm water drainage network within Pine Woods Subdivision. The system in question includes the mainline storm sewer in the backyards between Bridgehampton Drive and McClay Road and other related structures in the vicinity. The consultant is to review the existing conditions, provide a variety of different solutions, and prepare cost estimates for each alternative.

Close attention should be paid to the requirements included in the Scope of Services.

County staff will review each proposal received, and proposals will be evaluated on the following:

- A. The specialized experience and technical competence of the firm with respect to the type of services required;
- B. The capacity and capability of the firm to perform the work in question, including specialized services, within the timeframes proposed for the completion of the project;
- C. The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules;
- D. The firm's proximity to and familiarity with the area in which the project is located
- E. References. A minimum of four is desired. Other local government agencies preferred.
- F. Current workload and demonstrated ability to complete the review and alternatives report within a reasonable time frame.
- G. The project approach to the written description of the proposed services.
- H. Estimated schedule to perform all aspects of services described in the included "Scope of Services".
- I. Completed Audit Clause for Contracts.

Interested firms should submit three (3) copies of their statement of qualifications and anticipated schedule for performing the work described in the Scope of Services to: Purchasing Division, 201 North Second Street, Suite 541, St. Charles, MO 63301. **Statement of Qualifications must be received no later than 2:00 p.m. on Friday, November 15, 2013.**

After a review of submissions, a limited number of firms may be invited in for an interview. If an interview is held, the purpose will be to allow both the consultant and the County to ask questions pertaining to the contemplated work and services to be provided. Whether or not interviews are held, the chosen consultant will be given up to 7 days after notification of their selection to submit a firm price proposal and schedule.

SCOPE OF SERVICES

1. GENERAL

The Consultant will serve as the County's professional representative in the formulation and cost estimation of alternatives. The Consultant will be responsible to familiarize him or herself with this Scope of Services and the proposed project limits. The project limits are generally depicted on the attached Exhibit A.

At a minimum, the requested work includes the following:

Review Existing Conditions:

1. All research and field work required to identify the deficiencies in the pipe system as shown on Exhibit A.
2. County will provide all available subdivision plats, subdivision improvement plans and road improvement plans in the vicinity.
3. The necessity of field surveys will be determined as part of the scoping of the project.
4. Provide the County Highway Department with three (3) sealed copies of existing hydraulic calculations for the storm sewer system, and related systems.

Alternative Analysis:

1. The Consultant shall provide a complete listing of all realistic alternative solutions to improve the storm water drainage in the subject area.
2. The Consultant shall provide storm water calculations for each of the alternatives in tabular form and summarize by narration the following: flow rate, velocity, pipe capacity, hydraulic grade line, etc...

Cost Estimates:

1. The Consultant shall provide cost estimates for each of the alternatives in a spreadsheet format.
2. The estimates shall include all quantifiable costs including construction costs (including remedying property damages) and easement acquisition.

2. SUBMITTALS TO THE COUNTY ENGINEER

During the research and formulating of alternatives, the Consultant will be expected to submit conceptual drawings to the County for input. No less than three copies of the full and complete draft report shall be submitted when the alternatives have been formulated and estimated. Three copies of the final signed and sealed report will be required upon County approval of the final draft.

The exhibits showing potential drainage improvements shall be provided within the report as one-half size drawings (11" x 17") in a standard measurable scale.

Easement document preparation will be performed by the County.

Project electronics shall be provided by the Consultant in AutoCAD and PDF formats by CD, DVD, e-mail, or via an ftp site. The Consultant is hereby notified that if additional field investigations or further analysis are necessary due to any oversights or omissions in the Consultant's work product, this work shall be completed at the Consultant's sole expense.

3. GENERAL TIME TABLE FOR SUBMITTALS

The Consultant shall indicate in the Proposal the required number of calendar days estimated for execution of the work for this project from Notice to Proceed to completion. It should be understood that the County would prefer the drainage analysis completed as quickly as reasonably possible.

4. COMPENSATION

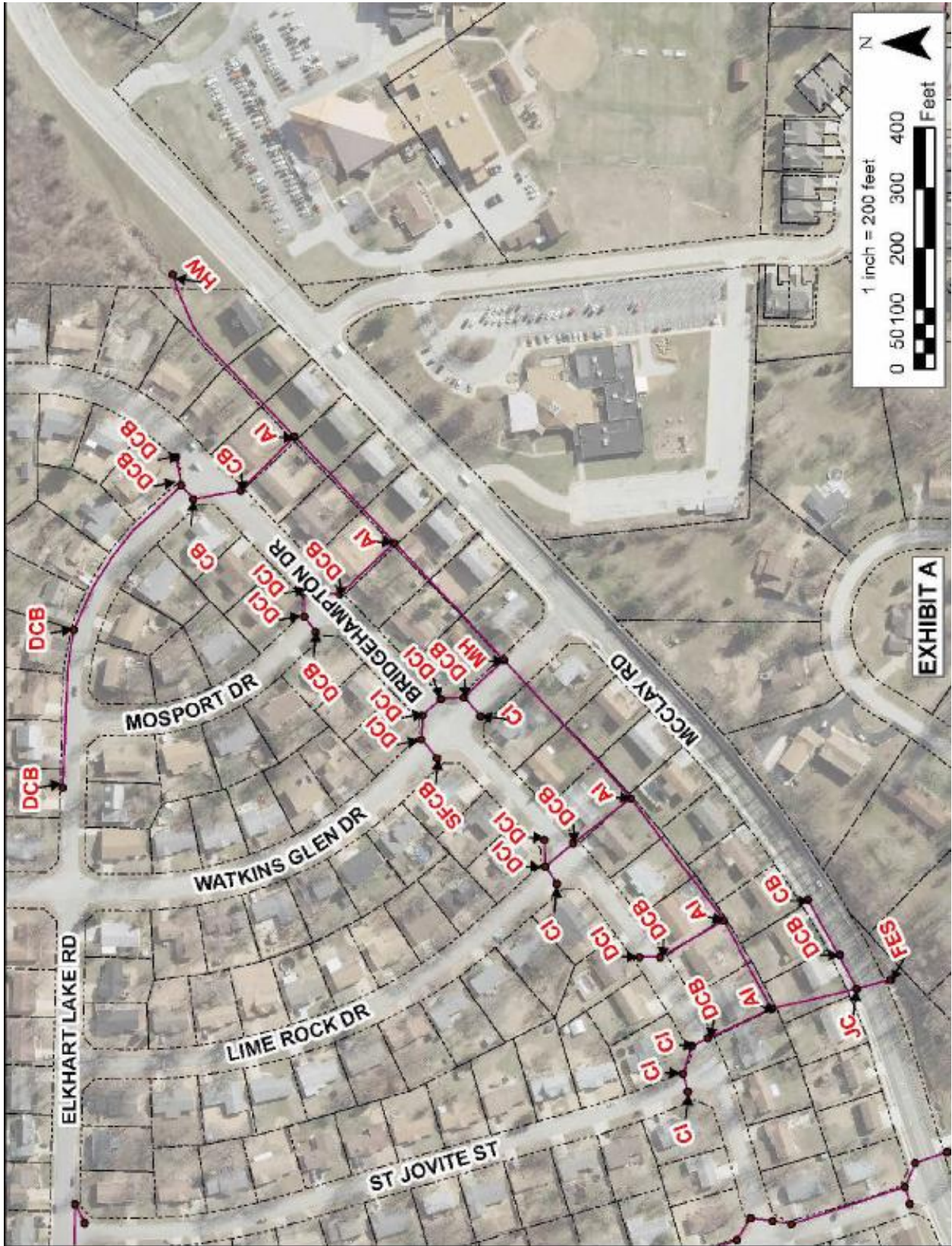
The selected Consultant will be compensated by lump sum payment based on the fee negotiated for the services described herein. Payment will be made within 30 days of the submitted invoice after completion of field work and all submittals have been delivered and approved.

In the event that the submittals are not made in accordance with the negotiated schedule, the Consultant's payment shall be reduced by one hundred (\$100.00) dollars for each calendar day beyond the agreed upon schedule. County and Consultant agree that damages due to late submittals are difficult to estimate at the time of contracting, and that this amount is a reasonable forecast of such harm.

Consultant shall not be in default under this Contract for delays in performance caused by circumstances beyond its reasonable control. For purposes of this Contract, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; lockouts, work slowdowns, and other labor disturbances; civil disturbances; riots; sabotage; judicial restraint; and, inability to procure permits, licenses or authorizations from governmental agencies for any of the supplies, materials, access or services required to be provided under this Contract. Should such circumstances occur, Consultant shall give County written notice of such event within a reasonable time and the parties shall mutually agree on a reasonable extension of the project schedule and adjustments to the Consultant's compensation.

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EXHIBIT A



Exception Sheet

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

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

Date: _____

Signature: _____

Title: _____

Company: _____

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE PROPOSAL

Audit Clause for Contracts

Examination of Records

The Contractor's records must 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 the County, at the County's expense. The contractor 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 Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

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

Date: _____

AFFIDAVIT OF WORK AUTHORIZATION

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

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

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

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

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

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

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

Signature of Notary

Date