



## LEGAL NOTICE

### REQUEST FOR QUALIFICATIONS SEALED PROPOSAL 11-116

For

**Well and Water Distribution System Design Services**

For

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

St. Charles County is seeking Statement of Qualifications for **Well and Water Distribution System Design Services at the St. Charles County Airport**. 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 original and two [2] signed copy of the statement of qualifications must be received in a sealed envelope plainly marked “**11-116 Well and Water Distribution System Design Services**” 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 prior to **5/6/2011 at 2:00 PM** to

St. Charles County Finance Department  
201 North Second St, Room 541  
St. Charles, MO 63301.

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

## BID INQUIRIES

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

Rick Hooker, Purchasing Manager  
St. Charles County Government  
Finance Department  
201 North Second St  
St. Charles, Missouri 63301  
Fax: (636)949-7589  
[purchasing@sccmo.org](mailto:purchasing@sccmo.org)

## Prohibited Communication

***Contact with any representative, other than through the procedure outlined in the section titled “Bid 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

- 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 taxes, fees or licenses.
- Sealed submissions received after the designated time of the receipt of the sealed statements will be considered as “No Proposal” and “Void” and 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>

**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 FOR ENGINEERING SERVICES  
WATER SUPPLY (WELL) AND DISTRIBUTION SYSTEM**

***ST. CHARLES COUNTY AIRPORT***

St. Charles County is requesting proposals for the Engineering Services related to the construction of a well, or series of wells, and the related pump and distribution system, at the St. Charles County Airport, located at **6390 Grafton Ferry Road**, in unincorporated St. Charles County.

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 proposed project team;
- C. The capacity and capability of the project team to perform the work in question, including specialized services, within the timeframes proposed for the completion of the project;
- D. The past record of performance of the project team with respect to such factors as control of costs, quality of work, and ability to meet schedules;
- E. The firm's proximity to and familiarity with the area in which the project is located;
- F. References. A minimum of four is desired. Other local government agencies preferred;
- G. Current workload and demonstrated ability to complete the proposed scope of services within a reasonable time frame;
- H. The project approach to the written description of the proposed services;
- I. Estimated schedule to perform all aspects of services described in the included "Scope of Services";
- J. 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, May 6, 2011.**

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.

## SCOPE OF SERVICES

### 1. GENERAL

The Consultant will serve as the County's professional representative for the requested services. The Consultant will be responsible to familiarize him or herself with this Scope of Services and the proposed project location and intent. The project limits are generally depicted on the attached Exhibit A.

At a minimum, the requested work includes the following:

#### Water Supply and Distribution System

1. All research and field work required to investigate existing conditions and design, locate, and layout a water supply (well system), pump system, and piping as necessary to supply potable water and fire protection to the following buildings (see Exhibit A):
  - Building 1
  - Building 4
  - Building 2
  - Building 8
  - Building 6
  - Building 5
2. Obtain, or assist the County in obtaining as necessary, all required environmental permits and approvals necessary to allow the construction and operation of the above noted system.
3. Generate and provide construction plans and specifications as necessary for bidding out the installation of the system described above, including any requirements related to "flood proofing" the system.
4. Other services incidental to the described tasks, including but not limited to, correspondence with outside agencies, site visits during design, investigation of appropriate materials and equipment, etc.

### 2. SUBMITTALS TO THE COUNTY ENGINEER

The Consultant will be expected to submit progress prints and data to the County as required, for approval. The expected submittals are as follows:

#### A. Preliminary Plans

Plans will include initial conceptual layout of the various components of the system, and will be supported by data on which the various component types and sizes were based. Initial contact with all approving agencies must have been made, including but not limited to, the Missouri Department of Natural Resources, the St. Charles County Building Department, and the appropriate Fire Protection District (if applicable).

#### B. Pre-Final Plans

Pre-Final plans will incorporate any comments received from the various reviewing agencies, both inside St. Charles County Government and out. Included will be final proposed layout and sizing of

the system.



C. Final Plans

Following final review and approval by all reviewing agencies, a sealed set of construction documents, including plans and specifications, will be provided to the County, suitable for public advertisement and bid.

3. GENERAL TIME TABLE FOR SUBMITTALS

The Consultant shall indicate in his Proposal the number of calendar days he estimates the work to take for this project from Notice to Proceed to completion, independent of County and outside agency review time. It should be understood that the County would prefer the work be completed as quickly as reasonably possible, but does not anticipate paying a premium for expedited services.

4. COMPENSATION

The fee paid for the services described will be based on negotiation between the County and the selected Consultant, based on further discussions and refinement of the Scope of Services.

Following the receipt and review of proposals, St. Charles County will invite a firm, or number of firms, to meet with County representatives to clarify any questions either party might have and to further refine the above scope of services. A negotiation for the fees to provide the services will be conducted with the Consultant found to be best qualified within 7 days following those meetings.

The selected Consultant will be compensated by progress payments, submitted no more than every 30 days, for services completed up to the date of any submitted invoice, based on the fees negotiated for the services provided. Payments will be made within 30 days of the submitted invoice.

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.



### **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)

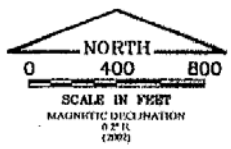
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
**Signature of Notary**

\_\_\_\_\_  
**Date**



# EXHIBIT A



EXISTING NON-PRECISION APPROACH  
SURFACE 20:1  
500' x 800' x 1000'  
EXISTING RUNWAY  
PROTECTION ZONE  
250' x 450' x 1000'

EXISTING VISUAL APPROACH  
SURFACE 20:1  
250' x 450' x 1000'  
EXISTING RUNWAY  
PROTECTION ZONE  
250' x 450' x 1000'

EXISTING VISUAL APP  
SURFACE: 20:1  
250' x 450' x 1000'  
EXISTING RUNW.  
PROTECTION ZO.  
250' x 450' x 1000'

TIEDOWNS  
ALONG EDGE  
OF APRON

BOEING RADAR  
TEST FACILITY

BUILDINGS/FACILITIES		
NUMBER	STRUCTURE	ELEVATION
1	C & D AVIATION	461.4
2	SKYLINE AVIATION	456.2
3	T-HANGAR	VAR.
4	AIRPORT MAINTENANCE & MANAGER'S OFFICE	453.1
5	CONFEDERATE AIR FORCE HANGARS	467.6
6	AIRPORT OFFICE AND RESTAURANT	457.9
7	SHELTER	451.4
8	EAA CHAPTER BLDG.	456.0
9	UNDERGROUND FUEL STORAGE	N/A

**ST. CHARLES COUNTY, MISSOURI  
SMARTT AIRPORT**

## EXISTING AIRPORT LAYOUT