

**RFQ #20-11 ENGINEERING SERVICES  
ROUNDBOUT – FALCON DR., BRIDGEPORT DR., and  
OLD JEFFERSON HWY**

**THE CITY OF SMITHVILLE, REQUEST FOR QUALIFICATIONS FOR THE FOLLOWING  
PROFESSIONAL SERVICE:**

Sealed Proposals for Qualifications for engineering services for the design of a roundabout at the intersection of Falcon Dr., Bridgeport Dr. and Old Jefferson Hwy, will be received by the City of Smithville, Missouri, at City Hall, 107 W. Main Street, Smithville, MO 64089, until 3:00 P.M. on Wednesday, July 15<sup>th</sup>, 2020. The Project consists of the following:

The City of Smithville is seeking an engineer to assist with the topographic survey, design, and preparation of construction documents, and technical specifications for roundabout improvements for the following tasks:

Design of a single lane roundabout, drainage / storm sewer, pedestrian access, landscaping, and lighting

A conceptual layout of the project is attached. The Scope of Services will more specifically include the following project improvements and tasks.

**SCOPE OF SERVICES**

Task 1. Surveying

1. Control and benchmark survey
2. Topographic and utility survey
3. Property boundary, right-of-way and existing easement survey
4. Utility coordination
5. Title work
6. Easement descriptions and exhibits

Task 2. Design Phase

1. Construction documents including: Title Page, General Layout, and Survey Control Plans, Erosion Control Plan, Storm Drainage Plan and Profile, Traffic Control Plan, Roundabout Plan and Profile, ADA Curb Ramp Plans, Cross Sections, Easement Dimension Plan, Miscellaneous Details
2. Hydrologic/Hydraulic Modeling
3. Project Manual/Technical Specifications
4. Prepare preliminary and final construction cost estimates
5. MDNR Land Disturbance Permit Application & Prepare SWPPP
6. Client meetings (2 included, conceptual layout and final plan review)
7. Utility Coordination Meeting (distribute plans electronically)

## PROJECT BACKGROUND:

The City of Smithville and the developer of the GreyHawke Subdivision have agreed that the City will provide the design and final construction plans for a roundabout at the intersection of Falcon Dr., Bridgeport Dr. and Old Jefferson Hwy and the developer will then have the improvements constructed.

Bridgeport Dr. and Old Jefferson Hwy are existing streets however Falcon Dr will be connected at a later date.

## INSTRUCTIONS TO BIDDERS

1. RFQs must be addressed to the Daniel Toleikis, 107 W. Main Street, Smithville, Missouri 64089, and be received before 3:00 P.M. on the date of closing.
2. Responses and anything pertaining to the RFQ should be in a sealed envelope. All RFQs must be sealed and marked on the outer envelope by RFQ number and date of closing. The only information we will read at the closing will be the vendors, contractors, or proposers who responded. The closing is at 3:00 P.M. on Wednesday, July 15<sup>th</sup>, 2020, at City Hall.
3. Disabled persons wishing to participate in the RFQ closing and who require a reasonable accommodation may call the City at (816) 532-3897. A forty-eight-hour notice is required.
4. Any questions regarding this RFQ should be directed to Charles Soules, PE, Dir. of PW, 107 W. Main Street, Smithville, Missouri 64089; (816) 532-3898.

THE CITY OF SMITHVILLE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

  

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Finance Director

**CITY OF SMITHVILLE REQUEST FOR WRITTEN QUOTATIONS  
GENERAL INSTRUCTIONS AND CONDITIONS**

1. Written qualification statements, subject to the conditions listed below and any special conditions set forth in the attached specific Proposal, will be received by the City of Smithville, 107 W. Main Street, Smithville, Missouri 64089, until the closing.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.
3. The City of Smithville is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144.010 et seq. R.S.MO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated.
4. The delivery date(s) or dates when work will start shall be stated in definite terms, as they will be taken into consideration when making the award.
5. The City reserves the right to cancel all or any part of any order(s) if delivery and/or service is not made or work is not started as guaranteed.
6. This RFQ involves the design of a Public Works project and Consultant; Vendor; Contractor or Proposer must comply with all of the requirements applicable to Public Works Projects under Missouri Law.
7. Any questions regarding this request may be addressed to Daniel Toleikis, Finance Director, 107 W. Main Street, Smithville, Missouri 64089, (816) 532-3897.
8. The Consultant must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein Pursuant to 285.530 RSMo.

## **RFQ #20-11 ROUNABOUT ENGINEERING SERVICES**

### **ARTICLE I GENERAL INFORMATION**

1. The Board of Aldermen of the City of Smithville, Missouri ("City") invites you to submit a written Statement of Qualifications to provide engineering services as follows:

#### Task 1. Surveying

1. Control and benchmark survey
2. Topographic and utility survey
3. Property boundary, right-of-way and existing easement survey
4. Utility coordination
5. Title work
6. Easement descriptions and exhibits

#### Task 2. Design Phase

1. Construction documents including: Title Page, General Layout, and Survey Control Plans, Erosion Control Plan, Storm Drainage Plan and Profile, Traffic Control Plan, Trail Plan and Profile, ADA Curb Ramp Plans, Cross Sections, Easement Dimension Plan, Miscellaneous Details
2. Hydrologic/Hydraulic Modeling
3. Retaining Wall Design
4. Project Manual/Technical Specifications
5. Prepare preliminary and final construction cost estimates
6. MDNR Land Disturbance Permit Application & Prepare SWPPP
7. Client meetings (2 included, conceptual layout and final plan review)
8. Public Open House Meeting
9. Utility Coordination Meeting (distribute plans electronically)

2. The term "RFQ" means this Request for Qualifications; the term "Consultant", "Contractor", "Offeror", "Vendor", "Bidder", or "Proposer" refers to one who submits a SOQ in response to the RFQ.
3. By submitting a SOQ, the Vendor agrees, to negotiate in good faith for such reasonable fees as is required to complete the project and if its proposal is accepted, to perform the Service described in this RFQ in accordance with the terms and conditions contained herein.
4. Note: The Vendor is presumed to accept the RFQ requirements. The Vendor must raise any questions regarding the RFQ requirements no later than three (3) days prior to the Closing Date. In addition, the Vendor must list and outline, in their SOQ, any exceptions to the RFQ requirements and Contract requirements. The timeliness, nature and number of the exceptions taken by the Vendor are among the factors that the City will consider in selecting the successful Vendor.
5. Additional information and/or questions relating to this RFQ can be obtained by contacting Charles Soules, P.E., Dir. of PW., 107 W. Main Street, Smithville, Missouri 64089; (816) 532-3898.

## **ARTICLE II PROPOSAL INSTRUCTIONS**

### **RFQ PROPOSALS - CONTENTS AND SUBMISSION**

Proposals in response to this RFQ should include the following information:

1. Name, address, and telephone number of Proposer(s).
2. Three (3) copies of the SOQ must be addressed to Daniel Toleikis, Finance Director, 107 W. Main Street, Smithville, Missouri 64089 and be received before 3:00 P.M. local time on Wednesday, July 15<sup>th</sup>, 2020.
3. Proposed date for commencement of project.

### **SUBMITTAL:**

The submittal should be organized in a manner that will convey all pertinent information. All submittals shall be organized in the following order, with listed requirements for each tab:

Tab A: Statement of Qualifications (SOQ) and relevant experience of your Project Manager and Key Task leaders assigned to the project. The statement of qualifications shall be limited to five (5) pages, single sided, using a 12-pitch font size.

Tab B: Client or project references for at least three roundabouts and scope projects that demonstrate the applicants' ability to perform this work.

The City is not responsible for any costs incurred in preparing or submitting a response to this RFQ.

Submittals that do not meet the requirements outlined in the RFQ may be deemed non-responsive by the City; and, the City reserves the right to waive any and all requirements in this RFQ.

Any questions regarding this RFQ should be directed to Charles Soules, P.E., Dir. of PW either by phone at (816) 532-3898 or email at: [csoules@smithvillemo.org](mailto:csoules@smithvillemo.org) . The last day for questions from prospective responders will be 5:00 PM Tuesday July 7<sup>th</sup>, 2020

### **EVALUATION:**

The City will evaluate the responses to this RFQ relative to the Selection Criteria outlined below. The successful consultant will be the responsible offeror whose SOQ is determined to be the most advantageous considering the evaluation factors included in this RFQ. The successful consultant may be selected by the City at its sole discretion based exclusively on review of the submitted SOQ. At the City's sole discretion, a shortlist of two or more consultants may be requested to develop detailed proposals and/or interview prior to selection, augmenting the information provided in the SOQ.

After determining the most qualified respondent, the City will attempt to negotiate a contract. If the City is unable to negotiate a contract with the selected firm(s), the City will, in writing, end negotiations with that firm and proceed to the next firm in the order of the selection ranking until a contract is reached or all firms are rejected.

All SOQs will be evaluated in terms of the following scoring criteria. The relative weight of each selection criterion is provided in parentheses.

Project Manager Experience in terms of delivering projects of this nature and magnitude. (40%)

## Key Staff Experience (35%)

Client and/or project references for at least the three most recent projects of similar character that demonstrate the PM and Key Staff experience to perform this project work. (10%)

Missouri Businesses and/or Disabled-Veterans in accordance with 34.073 and 34.074 R.S.Mo. (5%)

Schedule (5%)

Other (5%)

## ADDENDA

All changes, additions, and/or clarifications in connection with this RFQ will be issued by the City Public Works Director in the form of a written addendum.

## AWARD OF THE CONTRACT

After the RFQs have been opened and duly considered, the successful firm will be asked to develop a scope of services and costs and this will be presented to the Board of Alderman for approval. The City of Smithville's standard engineering contract will be provided.

## HOLD HARMLESS CLAUSE

The Vendor awarded the contract from this RFQ agrees to save and hold harmless the City and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney's fees resulting, or to result, from any of the Vendor's businesses or operations resulting from any act or omission of the Vendor's agents, servants or employees.

## OFFICIALS NOT TO BENEFIT

No regular employee or elected or appointed member of the City government or their immediate family shall benefit from or be a part of and/or share any or part of this contract, or to any benefit that may arise there from without notifying the City in the Response to the RFQ that a regular employee or elected or appointed member of the City government or their immediate family may benefit under the contract. No such identified regular employee or elected or appointed member of the City government shall participate in any decision, approval, disapproval, recommendation, or preparation of any part of a contract awarded pursuant to this RFQ.

## GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES

It is unlawful for any person or business to offer, give or agree to give, to any employee of the City, or former employee of the City, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering the advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any RFQ thereof.

## CO-PARTNERSHIP DISCLAIMER

It is mutually understood that nothing in this Request for Qualifications or subsequent contractual agreements is intended, or shall be construed, as in any way creating or establishing the relationship or co-partners between the parties; or as constituting the contractor as an agent or representative of the City for any purpose, or in any manner whatsoever.

#### NON-DISCRIMINATION IN EMPLOYMENT

Contract for Service under this RFQ obligates the Proposer not to discriminate in employment practices. Successful Proposer must be prepared to comply in all respects with all provisions regarding non-discrimination.

#### KICKBACKS ILLEGAL IN SUBCONTRACTING

It is unlawful for any payment, gratuity or benefit to be made by, on behalf of, or solicited from, a subcontractor under a contract to the prime contractor, or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract to a contract of the City. Upon showing that a subcontractor made a kickback to a prime contractor, or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract, or order, and ultimately borne by the City, and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

## **ARTICLE III GENERAL TERMS AND CONDITIONS**

### **INSURANCE**

The Contractor shall purchase and maintain, at his expense, insurance of such types, and in such amounts as are specified in this announcement, to protect the City and contractor from claims which may arise out of or result from the contractor's operations under the contract documents, whether such operations be by the contractor or by any subcontractor or for anyone whose acts contractor or any subcontractor may be legally liable. Such insurance shall cover claims for damages because of bodily injury or death to the contractor's employees including claims brought under:

1. Worker's Compensation Laws
2. Disability Benefit Laws
3. Occupational Sickness or Disease Laws
4. Other similar employee benefit laws

Such insurance shall also cover claims for damages because of Personal Injury, bodily injury, sickness, disease or death of any person or persons other than contractor's employees, and claims arising out of destruction of property, including loss of use thereof.

Contractor must also carry liability insurance naming the following as "Additional Named Insured":

1. City of Smithville  
107 W. Main Street  
Smithville, MO 64089

Failure of the Contractor to maintain proper insurance coverage will not relieve Contractor of any contractual responsibility or obligations. If part of the Service is to be subcontracted, the Contractor shall either cover any and all subcontractors in Contractor's insurance policy or require each subcontractor not so covered, to obtain insurance of same type and with the same limits as the Contractor is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance required shall be made payable to the City. Certificate of Insurance shall be provided and become effective upon execution of the Contract.

### **INSURANCE COVERAGE AND LIMITS OF COVERAGE REQUIRED**

1. Worker's Compensation – Statutory
2. Employer's Liability - \$1,000,000.00 each employee
3. General Liability - \$2,000,000.00 each occurrence
4. Property Damage - \$2,000,000.00 each occurrence



## AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

Pursuant to Section 285.530 RSMo., (enclosed in the laws section) the Bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

1. Submitting a completed, notarized copy of EXHIBIT 1 AFFIDAVIT OF WORK AUTHORIZATION, and
2. Providing documentation affirming the Bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the Bidder and 2) a valid copy of the signature page completed and signed by the Bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

## ADDITIONAL SERVICE AND CHANGE ORDERS

The Contractor will not be compensated for Service that is not required by the Contract and that is performed without the prior written approval of the City.

A request by the Contractor for a change order shall be submitted to the City in writing and must be approved by the City in writing before the Contractor proceeds with the Service that is the subject of the change order.

## BILLING

Contractor shall, unless otherwise specified in the Contract, submit monthly statements for services and/or goods provided and/or delivered to the City.

## TERMINATION

The Contract may be immediately terminated by the City if:

1. The Contractor defaults in the performance of any of its obligations under the Contract; or,
2. The City has documented receiving unsatisfactory services applicable to the Contractor's service or work performance;
4. A petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the Contractor, or an order is entered adjudicating the Contractor bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the Contractor, or an assignment for the benefit of creditors of the Contractor is made.

## OVERALL REQUIREMENTS

Contract shall be governed by the laws of the State of Missouri. In the event of any litigation arising hereunder, venue shall be properly laid only in the State Circuit Court for Clay County, Missouri

The City shall not be obligated for any amounts in excess of the contract and/or RFQ response unless approved in advance by the City in writing.

The Contract is binding upon the parties, their partners, heirs, successors, assigns and legal representatives.

The Contractor and its subcontractors are independent contractors and are not the employees or agents of the City. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the City and neither shall have the right, authority or power to make or assume any obligation of any kind on behalf of the City or to bind the City in any manner.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or any resultant agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.

If provided, the Contractor shall return all keys, code cards, unused supplies, other project-related materials, and any other City property to the City upon completion of the contract.

Any contract let in response to this RFQ shall be deemed to incorporate all applicable Missouri Laws and regulations, including but not limited to those set forth in the Laws Section of this RFQ.

## CONFIDENTIALITY

All reports, documents and material developed or acquired by the contractor, as a direct requirement specified in the contract, shall become the property of the City. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the City.

## EXHIBIT 1

STATE OF MISSOURI                    )  
  )  
ss COUNTY OF \_\_\_\_\_ )

### AFFIDAVIT

(As required by Section 285.530, Revised Statutes of Missouri) As used in this Affidavit, the following terms shall have the following meanings:

#### EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

#### FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

#### KNOWINGLY:

A person acts knowingly or with knowledge,

(a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

#### UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_,  
who, being duly sworn, states on his oath or affirmation as follows:

1. My name is \_\_\_\_\_ and I am currently President of \_\_\_\_\_ (hereinafter "Contractor"), whose business address is \_\_\_\_\_, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Smithville, Missouri.
  1. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

2. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Printed name]

Affiant Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
[Notary Public]

My Commission Expires \_\_\_\_\_

Commissioned in \_\_\_\_\_ County

Commission # \_\_\_\_\_

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

## **EXHIBIT 2**

A conceptual layout of the project is provided on the following pages for evaluation purposes. The final design location, layout, and other necessary work shall be included in the final design

(It is preferred that the Bid Response use this Form, however, the City reserves the right to accept Bids which provide the necessary information without using this form)

**RFQ # 20-11 ENGINEERING SERVICES FOR ROUNDABOUT DESIGN**

I, \_\_\_\_\_, hereby representing  
(Agent Submitting RFQ)

\_\_\_\_\_, have read and reviewed the attached specifications.  
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. Please note that Exhibit 1 and all other required information must be attached.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Person (Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax ID No.

\_\_\_\_\_  
E-Mail Address