



Department of Public Works

REQUEST FOR QUALIFICATIONS

FOR

*Material Testing and Inspection
Engineering Services -
Ponderosa, Acorn, Oak Ridge, and Holmes
Street Reconstruction
STP 5602(617)*

July 2014

One Detjen Drive Crestwood, Missouri 63126 • 314-729-4720 • Fax 314-729-4729
<http://www.ci.crestwood.mo.us>

**Request for Qualifications for
Material Testing and Inspection Engineering Services –
Ponderosa, Acorn, Oak Ridge, and Holmes
Street Reconstruction STP 5602(617)
City of Crestwood, MO**

The City of Crestwood, MO is soliciting qualifications for the Ponderosa, Acorn, Oak Ridge, and Holmes material testing (the “Project”). This Project has been selected for federal funding under the TEA-21 Program. The Project limits extend from STA 21+55.18 on Ponderosa heading North through Acorn, Oak Ridge, and ending at the intersection of Holmes Avenue and Big Bend Boulevard. A DBE goal of 0% has been determined for this project.

SCOPE OF WORK

The work contained in this contract shall provide for the testing and inspection of materials listed below. All inspections, tests, and reports shall conform fully to the latest St. Louis County Standard Specification for Highway Construction and Supplemental Specifications together with the necessary documented reports required by the Federal Highway Act (TEA-21) and subsequent Surface Transportation Acts or other specific standards established for the project. The Consultant must also have knowledge of ASTM standards and tests.

The work shall include, but not necessarily be limited to the following:

1. Concrete cylinder compression tests
2. Field testing services for concrete
3. Pick-up services for samples
4. Job Mix Formula – asphalt/concrete
5. Aggregate gradation tests – concrete
6. Aggregate gradation tests – asphalt
7. Marshall stability tests, density tests, flow tests
8. Maximum density – Optimum Moisture Tests

RESPONSIBILITY OF THE CITY

1. Make available all pertinent project information.
2. Provide the consultant with the project requirements.
3. Designate an authorized representative of the City.
4. Render decisions on construction issues as not to delay the consultant.

EVALUATION CRITERIA

1. Experience, qualifications, and technical competence of the:
 - a. **Consultant** relative to comparable projects within last 5 years for which your company performed the services detailed herein. Consultant to include references with names and phone numbers
 - b. **Project Manager** relative to projects described in Item 1a. Specifically state how the Project Manager was involved with previous testing projects.
 - c. **Subconsultants** relative to comparable projects within last 5 years. Include % of project completed by subconsultant

2. Experience of team working together on prior projects. List projects if not included in Item 1a. Provide dates and references with names and phone numbers.
3. Capability and capacity of the Consultant/Subconsultants to perform the work within time limitations. Indicate proposed use and availability of all those listed on your team's organizational chart.
4. Past record of Consultants/Subconsultant's performance with regard to quality of work, budget control, and ability to meet schedules on projects included in Items 1a. Include past record of client satisfaction.
5. Approach to project and any unusual issues/problems anticipated.
6. Understanding of special requirements, codes, and regulations pertinent to the project.

SUBMITTAL REQUIREMENTS

Submit three (3) copies of the qualifications including at a minimum all of the items outlined in the evaluation criteria above.

CONTRACT APPROVALS

Approval of a final contract between the City and the design consultant, pursuant to this Request for Qualifications and the firm's response, is subject to the approval of the Crestwood Board of Aldermen. A copy of the City's standard contract form is attached to this proposal. The selected firm's fee proposal will be attached as an exhibit to this contract. The format of this contract is not negotiable.

SITE VISIT / SUBMITTAL DATE

Site visits are encouraged by all firms submitting design proposals. They can be scheduled with Brian Hibdon at 314-729-4730 or Timothy Randick at 314-729-4724. Response to this Request for Qualifications should be submitted by 3:00 PM, Thursday, July 31, 2014 to:

Brian Hibdon
City of Crestwood
1 Detjen Drive
Crestwood, MO 63126

CONTRACT AWARD

The City of Crestwood Department of Public Services will evaluate and rank responses to the Request for Qualifications based on the established evaluation criteria. Finalists may be invited to interview prior to a recommendation for selection. Recommendation for contract award will be contingent on successful negotiation of contract terms and approval by supervising agencies.

The City of Crestwood reserves the right to award a contract to the firm or firms that, in the opinion of the City, is most responsive to this RFQ and best meets the City's requirements. The City reserves the right to reject any and all proposals and to waive any formality. If a fee cannot

be successfully negotiated with the selected firm, the City reserves that right to negotiate with the next firm listed in the qualifications rankings.

SPONSOR: City of Crestwood
CART ROAD NO./STREET: Ponderosa, Acorn, Oak Ridge, and Holmes
PROJECT: STP 5602(617)

THIS CONTRACT is between **City of Crestwood, Missouri**, hereinafter referred to as the "Local Agency", and _____, hereinafter referred to as the "Consultant".

INASMUCH as funds have been made available by the Federal Highway Administration through its TEA-21 Program, coordinated through the Missouri Department of Transportation, the Local Agency intends to Reconstruct Spellman Avenue and requires **Material Testing and Inspection Services**. The Consultant will provide the Local Agency with professional services hereinafter detailed for the material testing and inspection services of the desired improvements and the Local Agency will pay the Consultant as provided in this contract. It is mutually agreed as follows:

ARTICLE I - SCOPE OF SERVICES

The work contained in this contract shall provide for the testing and inspection of materials listed below. All inspections, tests, and reports shall conform fully to the latest St. Louis County Standard Specification for Highway Construction and Supplemental Specifications together with the necessary documented reports required by the Federal Highway Act (TEA-21) and subsequent Surface Transportation Acts or other specific standards established for the project. The Consultant must also have knowledge of ASTM standards and tests. The work shall include but not necessarily be limited to the following:

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8. Maximum density – Optimum Moisture Tests

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

A DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Agreement, by dollar value.

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Consultant in the development of the project, including the following:

- A) Make available all information pertaining to the project which may be in the possession of the Local Agency;
- B) Provide the Consultant with the Local Agency's requirements for the project;
- C) Make provisions for the Consultant to enter upon property at the project site for the performance of his duties;
- D) Examine all studies and layouts developed by the Consultant, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Consultant;
- E) Designate a person in the Local Agency's employ to act as Local Agency's representative under this contract, such person to have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement;
- F) Furnish an inspector to observe the contractor's day-to-day operations.
- G) Reject work not conforming to the project documents;
- H) Prepare change orders for issuance by the Local Agency as necessary and assure that proper approvals are made prior to work being performed;
- I) Review wage rates, postings, equal employment opportunity and other related items called for in the contract documents;
- J) Independent assurance samples and tests will be performed by MoDOT personnel and such sampling and testing is excluded from the work to be performed by the Consultant under this contract;
- K) Maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Consultant;
- L) Be present during critical construction operations, including but not limited to the following:
 - a. structure layout;
 - b. excavation and backfilling;
 - c. concrete pouring;
 - d. placement of surfacing materials;

ARTICLE V - PERIOD OF SERVICE

The Consultant will commence work as directed by Local Agency within two weeks after receiving notice to proceed from the Local Agency. Period of service is as desired by the Local Agency and on a schedule so as not to delay the Contractor. All services under this contract will be completed prior to final acceptance of construction work.

ARTICLE VI - STANDARDS

The Consultant shall be responsible for working with the Local Agency to insure that inspection, testing and reports are in conformance with project specifications, Missouri State Highway Commission Standard Specifications, and Federal Highway Administration guidelines.

The Consultant shall further employ the appropriate following current standards:

1. St. Louis County Standard Specification for Highway Construction and Supplemental Specifications
2. (ASTM) Applicable American Association Testing and Materials Standards

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Consultant as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Consultant the actual costs incurred plus a predetermined fixed fee of \$0.00, with a ceiling established for said design services in the amount of \$0.00 which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Consultant the actual costs incurred plus a predetermined fixed fee of \$ _____, with a ceiling established for said inspection services in the amount of \$ _____, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment A. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 - 2. An amount estimated at _____% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 - 3. An amount estimated at _____% of actual salaries in Item 1 above for general administrative overhead, based on the Consultant's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 - 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 - 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Consultant on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are approximate and will be used for interim billing purposes. Final payment will be based on the actual rates experienced during the period of performance, as indicated by the Consultant's accounting records, and as determined by final audit of the Consultant's records by MoDOT.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Consultant upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than one invoice per month. A pro-rated portion of the fixed fee will be paid with each invoice.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Consultant of his primary responsibility for the quality and performance of the work. It is the intention of the Consultant to engage subcontractors for the purposes of certain material testing.

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents completed by Consultant shall be endorsed by the Consultant and shall reflect the name and seal of the Professional Engineer endorsing the work.

ARTICLE XI - RETENTION OF RECORDS

The Consultant shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Consultant's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work.

Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Consultant harmless from any claims and liabilities resulting from such use.

The Consultant shall furnish the Local Agency the following documents:

- A) Reports of inspection and tests or certifications shall be submitted properly to the Local Agency in three (3) copies.
- B) The Consultant shall certify that all accepted materials and/or fabricated units confirmed to the project specifications. All rejections shall be shown on test reports and the Local Agency shall be notified immediately of non-conforming items.

ARTICLE XIII - TERMINATION

The Local Agency may terminate the contract at any time by giving written notice. If the contract is terminated because the project is abandoned or postponed by the Local Agency, the Consultant will be paid for actual expenses incurred up to the date of termination, plus a pro-rated portion of the fixed fee. If the contract is terminated due to the Consultant's services being unsatisfactory in the judgment of the Local Agency, or if the Consultant fails to prosecute the work with due diligence, the Local Agency may procure completion of the work in such manner as it deems to be in the best interest of the Local Agency. The Consultant will be responsible for any excess cost in addition to that provided for in this contract or any damages the Local Agency may sustain by reason of the termination of this contract due to unsatisfactory performances or prosecution.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Consultant agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Consultant will comply with Title VI of the Civil Rights Act of 1964, as amended. More specifically, the Consultant will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XIX – INSURANCE

Consultant shall procure and maintain during the period of this Agreement insurance, as follows: Workers' Compensation as required by law and employer's liability coverage in an amount not less than \$1,000,000; Comprehensive general liability which provides combined single limit coverage, including property damage and bodily injury, including: Death \$1,000,000 each person, \$1,000,000 each occurrence; Property Damage, \$1,000,000 each occurrence, \$1,000,000 general aggregate; Comprehensive automobile liability, which provides combined single limit coverage, including: Death \$1,000,000 each person, \$1,000,000 each occurrence; Property Damage \$1,000,000 each accident; Professional liability (E&O) \$2,000,000 each occurrence, \$2,000,000 general aggregate. But in no event less than the sovereign immunity limits as established by RSMO 537.610 as amended from time to time. Certificates evidencing such insurance shall be furnished to the LOCAL AGENCY before work commences. The consultant's insurance coverage will be on a primary and non-contributory basis and the Local Agency will be named as an additional insured.

The insurance coverage may not be cancelled or altered without fifteen (15) days advance notice to Local Agency.

ARTICLE XX - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Breakdown of Overhead Rates

Attachment D - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment E - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Lower Tier Covered Transactions.

Attachment F – DBE Contract Provisions

Attachment G – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Consultant this _____ day of _____, 2014.

Executed by the Local Agency this _____ day of _____, 2014.

FOR: CITY OF CRESTWOOD, MISSOURI

BY: _____
Mayor

ATTEST: _____
City Clerk

FOR: _____

BY: _____
Title

ATTEST: _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein 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 the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

ACCOUNTING OFFICER