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July 22, 2019

Dear Consultant:

The City of Kirkwood is requesting the services of a consulting engineering firm to perform the described professional services for the project included on the attached list. If your firm would like to be considered for these consulting services, you may express your interest by responding to the appropriate office, which is indicated on the attachments. Limit your letter of interest to no more than five (5) pages. This letter should include any information which might help us in the selection process, such as the persons or team you would assign to each project, the backgrounds of those individuals, and other projects your company has recently completed or are now active. It is required that your firm's Statement of Qualification (RSMo 8.285 through 8.291) be submitted with your firm's Letter of Interest, or be on file with City of Kirkwood. The statement of qualification is not included in the total page count limit.

DBE firms must be listed in the MRCC DBE Directory located on MoDOT's website at www.modot.gov, in order to be counted as participation towards an established DBE Goal. We encourage DBE firms to submit letters of interest as prime consultants for any project they feel can be managed by their firm.

It is required that your firm be prequalified with MoDOT and listed in [MoDOT's Approved Consultant Prequalification List](#), or your firm will be considered non-responsive.

We request all letters be received by 3:00 p.m., local time August 16th, 2019 at 212 S. Taylor Avenue, Kirkwood, MO 63122.

Sincerely,

Sara Foan-Oliver
Assistant Director of Procurement

Attachment



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**City of Kirkwood
Office of Purchasing
212 South Taylor Avenue
Kirkwood, Missouri 63122
(314) 822-5850**

**Request for Qualifications
For
Construction Engineering for
STP 5502(608)
Geyer Road Resurfacing – Phase I Project**

RFQ No: 13262

Date: July 22nd, 2019

Proposal Due: August 19th, 2019



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SECTION 1. PURPOSE AND INTRODUCTION

The Missouri Highways and Transportation Commission has determined that the Geyer Road Resurfacing - Phase I Project is consistent with the goals of the Surface Transportation Program and has awarded the City of Kirkwood grant funding for the project. The City of Kirkwood is requesting Professional Engineering Services for STP 5502 (608) Geyer Road Resurfacing – Phase I project located from Manchester Road to West Adams Ave.

I. Background and Project Description

Geyer Road is a major collector running north/south through the heart of Kirkwood carrying high volumes of traffic between Highway 44 and Manchester Road. The average PCI value of N. Geyer Road is a 39. The road has extensive utility cuts as well as large ravelled areas and pothole patches. Cores taken of the roadway show at least 8" of existing pavement with no extensive base failures making it a mill and structural overlay candidate. The curb ramps along the route are not ADA compliant. The sidewalks are in fair to good condition, but some trip hazards are present.

The project will include a structural 2" mill and overlay of Geyer Road and to the radius point of intersecting streets. Approximately 4,200 lineal feet of deteriorated curb and gutter will be replaced to improve drainage of the roadway. All the intersecting side streets will have ADA compliant curb ramps constructed at the intersections and all existing trip hazards on the existing sidewalks will be corrected. The pedestrian crossing signal near Keysor Elementary School will be upgraded and relocated if required to meet current MUTCD requirements. Shared Lane Markings will be added to the drive lanes as recommended in the Kirkwood Bicycle and Pedestrian Plan.

The project length is 1.10 miles and the approximate construction cost is \$1,084,866. Project duration is anticipated to be 4-6 months. A DBE goal of 0% has been established by MoDOT for this project.

SECTION 2. SUBMITTAL REQUIREMENTS

Discuss the qualifications of your firm's project team and its ability to provide professional services as presented in Section 3. Particularly discuss the following elements.

A. General Consultant Information

List the general information of your Firm including name, mailing address, location, phone number, fax number and email address of firm/person submitting the proposal.

B. Related Experience and Past Performance of Firm

Indicate the related and special experience of your Firm within the past five years, in conducting services of similar scope and magnitude, with the City of Kirkwood and other agencies. Include



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the name of the client and project, location, scope of work and services provided, date completed, and contact, including telephone number. Emphasize the specialties and strengths of your firm. Specifically elaborate on experience coordinating with Union Pacific Railroad for improvements to grade crossings and your knowledge and experience with ADA requirements for railroad grade crossings. Also, discuss the firm's ability and experience studying and evaluating signalized intersections and mid-block crossings for a safe design, appropriate signal timing and appropriate traffic control devices.

C. Personnel Availability and Work Load

List a Brief resume of each key person(s) and/or specialist(s) to be assigned to these projects and indicate your Firm's current work load and availability of personnel to complete projects in a timely and professional manner. Include the number of employees available in your Firm, classified by their field(s) of experience.

D. Proposed Sub-Consultants, Joint Ventures or Partnership Agreements

Identify any sub-consultants you may use to augment your efforts. Include their personnel qualifications, experience and anticipated tasks.

SECTION 3. SCOPE OF SERVICES

The City of Kirkwood is requesting a proposal for Engineering Services that may include but are not limited to the following services in accordance with LPA Manual section 136.11:

1. Conduct a preconstruction conference to discuss project details with the Contractor.
2. Perform site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is anticipated that survey staking and layout will be accomplished by the contractor's forces. The Consultant will accompany MoDOT and FHWA representatives on visits of the project site as requested.
3. Check shop drawings and review schedules and drawings submitted by the Contractor.
4. Reject work not conforming to the project documents. Immediately bring to the attention of the City, failure by the Contractor to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence, which may be of interest to the City as well as all situations incapable of disposition in the field. He/she will also be available to attend conferences for the disposition of such matters when so requested by the City.
5. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
6. Review payrolls, perform wage rate interviews, postings, equal employment opportunity and other related items called for in the contract documents.
7. Perform and review material tests in accordance with the Off-Systems Guide Schedule for Federal-Aid Acceptance Sampling and Testing (FAST) table in the LPA Manual, review material certifications furnished by Contractor, and arrange for laboratory testing of samples.



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8. Maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor.
9. Be present during critical construction operations, including but not limited to the following:
 - a. concrete delivery, placing, and finishing
 - b. curb ramp and ADA facility forming
 - c. work affecting existing utilities
 - d. asphaltic concrete placement
 - e. subgrade and base preparation
10. Perform erosion control inspections following any runoff events and at a minimum once every 7 days. Document the erosion control inspections and inform the contractor of any deficiencies. Perform follow up inspections to ensure deficiencies are addressed promptly.
11. Participate in final inspection, provide the City with project documentation (diaries, test results, certifications, etc.), and provide as-built plans for the City's records.
12. Submit monthly reimbursement requests to the Missouri Department of Transportation for construction services paid in full by the City.

SECTION 4. SUBMISSION OF QUALIFICATIONS

Five (5) copies of these Qualifications shall be submitted, in a sealed envelope or package to David Weidler, Director of Procurement, at **212 S. Taylor, Kirkwood, MO 63122**, by **3:00 p.m. local time on August 16th, 2019**. Qualifications submitted after this date and time will not be eligible for consideration.

After the qualifications due date, the Director of Procurement or his authorized representative may require an electronic version of the qualifications (pdf or tiff) be sent to weidledc@kirkwoodmo.org.

SECTION 5. EVALUATION CRITERIA

Pursuant to the Brooks Act for Consultant Selection – the following criteria will be the basis for selection.

Experience and Technical Competence -	<u>40</u>	Max Points
Capacity and Capability -	<u>30</u>	Max Points
Past Record of Performance -	<u>30</u>	Max Points

SECTION 6. MISCELLANEOUS

1. Incurring Costs

This Request for Qualifications does not commit the City to award a Contract or to pay for any cost incurred by successful or unsuccessful submittal in the preparation for this request.



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2. Confidentiality

The City shall follow the Missouri Sunshine Law, section 610, therefore all documentation, proposals, bids, contracts and other documentation submitted to the City in response to this Request for Proposal is subject to this law. In the event any Firm submitting a proposal shall include any information deemed "proprietary or confidential" such information shall be clearly marked. The City as a public entity cannot and does not warrant that information will not be disclosed.

3. Logo

The City's logo is trademarked and should not be used in responding to this proposal.

4. Conflict of Interest

Firm will disclose all business interests or family relationships with any city officer or employee who was, is, or will be involved in Firm's selection, negotiation, drafting, signing, administration, or evaluating Firm's performance. As used in this section, the term "Firm" shall include any employee of Firm who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Agreement. As used in this section, the term "family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a civic leader, elected official, city officer or employee described above.

Through submittal Firm certifies, to the best of their knowledge, that they have no conflict of interest regarding provision of the services as detailed herein. Firm will inform the City if a potential conflict of interest arises during the period in which services are rendered.

5. Non-Discrimination

The Firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. Such action 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 of training, including apprenticeship. Firm shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability. Firm shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for work performed under the terms and conditions of this anticipated contract. A breach of this provision may be grounds for Contract termination.



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6. Governing Law

Firm shall at all times observe and comply with all Federal and State laws, all local laws, ordinances, and regulations existing at the time of or enacted subsequent to the execution of the contract which, if in any manner, affect the prosecution of the work. Firm shall indemnify and save harmless the City and all of its representatives, and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself, his employees, or his sub-contractors.

7. City to be Indemnified and Held Harmless

The anticipated contract shall require that Firm covenants and agrees to release the City and any municipal partners from any and all liabilities of any kind or nature in which the right, cause of action or claim of any kind or nature whatsoever may hereafter accrue to Firm, its employees or agents, by virtue of the anticipated contract between Firm and the City. Firm further covenants and agrees to indemnify and hold the City harmless from any and all claims, rights or causes of actions or damages of every kind and nature whatsoever which may arise as a result of the anticipated contract between the City and Firm and Firm shall defend or pay the cost of defense of the City arising by virtue of any claim or cause of action for damages. Firm agrees to pay any and all amounts which the City may be required to pay for damages or amounts which the City may be required to pay for damages or compensation connected with any claim arising by virtue of the anticipated contract between Firm and the City.

8. Firm's Declaration

Firm will not be permitted to use, to its advantage, any omission or error in the Request for Proposal, the specifications, requirements, or the contract documents and the City reserves the right to issue new instructions for such error or omission if originally specified. Through submittal Firm states that they have examined the information and conditions surrounding the operation of the service contemplated by the Proposal, and is familiar with the requirements as to equipment, supplies and labor of such undertaking; and that Firm has carefully prepared, examined and checked the Proposal to ascertain that no mistake or error is contained the Proposal; and that Firm will make no claim for correction or modification after the closing time for the receipt of the proposals.

9. Binding Effect

The anticipated agreement for services contained in this Request for Proposal shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

10. Award of Contract

The award of the contract, if it be awarded, will be made to the most qualified Firm(s). Services under the anticipated contract will be performed on an "as needed" basis, the City does not guarantee the use of the anticipated contract during the contract term. The award of the anticipated contract



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will not be determined solely on price, but as a review of the proposed Firm in its entirety. The City will notify the Firm(s) after proposal receipt what information, if any, is required. The City reserves the right to reject any or all proposals and to waive any irregularities therein. The successful Firm will be notified by letter mailed to the address shown on the proposal response that their proposal has been accepted and that they have been awarded the Contract.

11. Agreement and Term

It is the intent of the City to enter into a single or multiple agreement(s) with selected Firm(s). The selected Firm(s) will enter into written contract(s) (the "Agreement") with the City of Kirkwood with the terms and conditions set forth herein and provide service at the rates submitted in the accepted Proposal Response. The resulting contract(s) will be subject to termination by the City in the event of sale or destruction of the facilities or misfeasance, nonfeasance or malfeasance of the Firm.

12. Termination of Contract by Convenience

The City or Firm may terminate the anticipated contract at any time during its term by giving 60 day written notice of such intention to terminate this contract and setting forth a specific termination date.

13. Laws to be Observed

The successful Firm shall have a valid business license, hold all applicable certifications, and agree to maintain them throughout the terms of the anticipated agreement. Firm shall at all times observe and comply with all Federal and State laws, all local laws, ordinances, and regulations existing at the time of or enacted subsequent to the execution of the contract which, if in any manner, affect the prosecution of the contract. Firm shall indemnify and save harmless the City and all of its representatives, and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself, his employees, or his subcontractors.

14. Insurance Requirements

Indicate your ability to provide general and automotive liability insurance at rates per State of Missouri statutory requirements.

15. E-Verify

Indicate your ability to provide a signed e-verify affidavit of compliance of Missouri Revised Statute section 285.530.1 in that is shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.



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16. Payment Terms

All requests for payment shall be submitted to the Purchasing Department located at 212 South Taylor Avenue, Kirkwood, MO 63122. Billing submitted shall only include approved costs; any additions that have not been approved by the City shall be excluded for payment. Payment on billing will be issued within thirty (30) days following receipt of complete documentation as is required for the project in question.

17. Invoicing

All contracted work completed must include the following information on the related invoice for payment.

- a) Contract or Purchase Order Number
- b) Date of invoice
- c) Invoice number
- d) Description of Service(s)
- e) Payment amount requested

18. Questions and Clarifications

All questions shall be submitted in writing via email to Cassandra James, SR. Procurement Officer/Analyst, at jamescs@kirkwoodmo.org by end of business August 2nd, 2019.

19. Amendment Issuance

If Firm has any questions which arise concerning the true meaning or intent of the specifications or any other requirements stated herein, Firm shall request that an interpretation be made in an Addendum. Failure to request an Addendum governing any such question shall not relieve Firm from delivery in accordance with the intent of the specifications. If it becomes evident that the material contained within this Request for Proposal requires amendment, the Director of Procurement shall issue a formal written amendment to these documents for distribution to all known prospective respondents. The issuance of an amendment may be released until the stated date and time of proposal receipt. If it is deemed necessary by the City, the amendment may extend the current proposal receipt deadline.

20. Proposal Acceptance

- a) The City of Kirkwood reserves the right to accept proposals in whole or in part, and to reject any and all proposals, and to negotiate separately as necessary to serve the best interests of the City.
- b) Notifications of award will be made by the Director of Procurement following passage of a resolution by the council accepting the proposal.
- c) The proposal must remain valid for at least ninety (90) days after submittal date.
- d) It is the intent of the City of Kirkwood to contract for this service as soon as possible.