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December 15, 2020

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.

Firms are to download the Request for Statements of Qualifications from the City of Kirkwood's EProcurement Platform by registering at <https://kirkwoodmo.ionwave.net> Submission of qualifications will be accepted until the date and time listed in the E-Procurement Platform. All questions are to be submitted through the E-Procurement Platform by the date and time listed in the E-Procurement Platform.

Sincerely,

David Weidler, CPPO, CPPB
Director of Procurement



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REQUEST FOR QUALIFICATIONS PURPOSE, BACKGROUND, AND SCOPE OF SERVICES

SECTION 1. PURPOSE AND INTRODUCTION

The Missouri Highways and Transportation Commission have determined that the West Essex Reconstruction 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(610) W. Essex Avenue Project located from Kirkwood Road to Geyer Road.

SECTION 2. BACKGROUND AND PROJECT DESCRIPTION

West Essex is a minor collector running east and west through the heart of Kirkwood in mostly residential areas with some neighborhood businesses intermixed. It connects traffic between Kirkwood Road, Geyer Road and Dougherty Ferry. Kirkwood High School is located along West Essex between Geyer Road and Dougherty Ferry and is a major generator of pedestrian and vehicular traffic. West Essex is an emergency response route for Fire and EMS.

The section of West Essex between Kirkwood Road and Geyer Road was originally constructed as macadam pavement almost 100 years ago. At some time later, concrete curb and gutter and a 2" asphalt overlay was added. This 2" asphalt surface has been repeatedly milled and overlaid over the life of this pavement. The current pavement rates a 39 on a scale of 0 to 100 according to the City's pavement management system MicroPaver. The latest pavement inspection indicated a significant amount of alligator cracking and base failure and increasingly deteriorated curb and gutter section. The pavement has reached the end of its life cycle where pavement overlays are not cost effective and is in need of reconstruction. The crown of intersecting streets extend into the drive lanes, bike path, and crosswalks along West Essex causing a "roller coaster" effect for all users and ponding of water at radii mid points which becomes a safety hazard during winter months. Many curb ramps are not currently ADA compliant and the 4' sidewalk does not promote the street's multi-modal use.

The City is seeking to reconstruct West Essex from North Kirkwood Road to North Geyer Road. It has been established as a candidate for a neighborhood greenway by the Kirkwood Pedestrian and Bicycle Plan. The City has selected preliminary design elements consistent with neighborhood greenways for implementation into a final design. Minor adjustments in vertical alignment and storm water facilities are needed to eliminate drainage issues and "crown humps" at side streets. Narrower travel lanes will promote slower vehicle speeds. Bump-outs on the three wider side street approaches will slow vehicles and decrease pedestrian crossing distance. Buffered bicycle lanes, wider ADA accessible sidewalks, and a mid-block crossing are proposed. Parking will be omitted. It is expected the project will be designed within the existing right-of-way with little additional permanent right-of-way.



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During the conceptual design phase, several alternatives were developed. A parking study was conducted to determine existing parking utilization. The City selected four of the most viable options, and a public meeting was held where these options were presented for public consideration. Each option had been assessed by the City for pedestrian comfort, cyclist comfort, traffic calming, tree impact, utility impact, and parking provided. Input was solicited in two ways, where residents were able to provide written comments at the meeting or mail them in afterward, and visitors were invited to vote on each option by placing color coded dots on the exhibits. The comments and votes were compiled, and the preferred option advanced to preliminary design.

City/County: City of Kirkwood (St. Louis County) Route: West Essex Ave	
Federal Aid No:	STP-5502 (610)
Location:	West Essex Ave – Kirkwood Road to Geyer Road
Proposed Improvement:	Concrete Street Reconstruction, New Curb Ramps, Bicycle lanes, Striping and Signage
Length:	0.51 Miles
Approximate Construction Cost:	\$ 1,502,000.00
DBE Goal Determination:	16%
Consultant Services Required:	See Scope of Services below.
Contact:	Name: David Wiedler, Director of Procurement Phone: (314) 822-8550
Deadlines:	Questions: January 12, 2021 at 5:00pm RFQ: January 21, 2021 at 2:00pm
<ul style="list-style-type: none"> Submissions of qualifications will only accepted electronically through the E-Procurement Platform at https://kirkwoodmo.ionwave.net. All questions are to be submitted through the E- Procurement Platform. The Letter of interest should not exceed 5 pages total. A page is defined as 8-1/2 by 11 inches and printed on one side. 	

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

Experience and Technical Competence -	40	Max Points
Capacity and Capability -	30	Max Points
Past Record of Performance -	30	Max Points



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SECTION 3. SCOPE OF SERVICES

The City of Kirkwood is requesting qualifications for the consulting services for Preliminary Engineering and Construction Engineering. The descriptions of the requested services are not all inclusive of the tasks required:

Preliminary Engineering

1. A review of the existing preliminary plans (available in E-Procurement Platform).
2. The preparation ROW plans, and final plans, specifications and estimates in accordance with MODOT LPA and FHWA regulations.
3. Preparation of right-of-way plans, exhibits, and title commitments for parcels where right-of-way or easements are required.
4. Specify location and standard ADA curb ramp detail type on plans where right-of-way availability and grades allow.
5. Detailed design of a new concrete street where street drainage should be taken into consideration.
6. Detailed design of ADA curb ramps where necessary. Provide surveying for design if necessary.
7. Traffic study(s) as necessary to provide safe pedestrian crossings at uncontrolled crosswalks.
8. Submittal of preliminary plans and design coordination with the Metropolitan St. Louis Sewer District and Missouri DNR.
9. Responsible for utility coordination and identifying conflicts.

Construction Engineering

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.



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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.
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 while land is disturbed in the project. 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.



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SUBMITTAL REQUIREMENTS, TERMS, AND CONDITIONS

SECTION 1. 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 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 with road safety audits. Also, discuss the firm’s ability and experience studying and evaluating mid-block crossings for a safe design 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 2. 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



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SECTION 3. 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.

2. Confidentiality

The City shall follow the Missouri Sunshine Law, section 610, therefore all documentation, qualifications, proposals, bids, contracts and other documentation submitted to the City in response to this Request for Qualifications is subject to this law. In the event any Firm submitting qualifications 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 request.

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.



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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.

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 Qualifications, the specifications, requirements, or the contract



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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 Request for Qualifications, 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 Qualifications to ascertain that no mistake or error is contained the Qualifications; and that Firm will make no claim for correction or modification after the closing time for the receipt of the qualifications.

9. Award of Contract

The award of the contract, if it be awarded, will be made to the most qualified Firm(s). The award of the anticipated contract 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 qualifications receipt what information, if any, is required. After the receipt of qualifications, the City will solicit a proposal from the selected Firm. 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.

10. 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.

11. Termination of Contract by Convenience

The City may terminate the anticipated contract at any time during its term by giving 30 days written notice of such intention to terminate this contract and setting forth a specific termination date. The City shall compensate Firm for all approved services rendered at the point of termination.

12. 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



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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.

13. Insurance Requirements

Indicate your ability to obtain professional liability insurance. Provide the value of professional liability, general and automotive liability insurance that your firm can provide. Also provide the form of insurance program that your firm is under. Indicate your ability to provide general and automotive liability insurance at rates per State of Missouri statutory requirements.

14. 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.

15. 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 Qualifications 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 qualification receipt. If it is deemed necessary by the City, the amendment may extend the current qualification receipt deadline.