



REQUEST FOR QUALIFICATIONS PURPOSE, BACKGROUND, AND SCOPE OF SERVICES

SECTION 1. PURPOSE AND INTRODUCTION

The Missouri Highways and Transportation Commission have determined that the South Clay Avenue Resurfacing 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 and Construction Services for Federal Project STP-5502(615) South Kirkwood Road Resurfacing Project located on S Kirkwood Road from W Monroe Avenue to BNSF Railroad Tracks.

I. BACKGROUND AND PROJECT DESCRIPTION

The proposed project is a pavement preservation project on South Kirkwood Road from W. Monroe Avenue at the northern limits to the north side of the BNSF Railway crossing, roughly 0.676 miles.

A city wide pavement conditions report was completed last in 2015 and updated in 2020. South Kirkwood Road was given a pavement rating of 50 out of 100. In December, 2020, the PASER rating for the project was developed in compliance with EW Gateway's standards and is included later in this application. Current PASER rating is 3.5.

The South Kirkwood Road Resurfacing project will consist of the following improvements:

- Asphalt Milling and Overlay - (Approximately 3,570 Linear Feet)
- Concrete Curb Repair - Approximately 60% of curbs are anticipated to be replaced.
- Non-ADA Compliant Concrete Curb Ramp Replacements
- Non-ADA Compliant Sidewalk Replacement
- ADA Compliant Crosswalks
- Select Enclosed Storm Sewer System Modifications
- Pavement Marking & Signage Updates

Full depth pavement replacement at the intersections of S. Kirkwood Road and Woodbine Ave and S. Kirkwood Road and Rose Hill Avenue will be included in addition to the improvements listed above. These intersections have experienced excessive pavement rutting, possibly due to sub-base failures. The proposed improvements at these locations include the replacement of failed asphalt pavement with full depth concrete. Additionally, a pavement under-drain system will be installed to remove excess ground water. High visibility crosswalks will be reinstalled at these locations.

The intersection at Rose Hill will, additionally, include stripped bicycle boxes to promote proper and safer interactions between vehicles and bicyclists.



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The project length is 0.676 miles and the approximate construction cost is \$1,578,999. A DBE goal of 16% has been established by MoDOT for this project. 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.

City/County: City of Kirkwood (St. Louis County) Route: North Kirkwood Road Improvement Project	
TIP#	7188B-23
Federal Aid No:	STP-5502(615)
Location:	South Kirkwood Rd from W. Monroe Ave to BNSF Railroad Tracks
Proposed Improvement:	Full Depth Pavement Replacement at intersections of S. Kirkwood Rd and Woodbine Ave and S. Kirkwood Road & Rose Hill Ave. Resurfacing & Curb Ramp Replacement from W. Monroe to BNSF Railroad Tracks.
Length:	0.676 Miles
Approximate Construction Cost:	\$ 1,578,999
DBE Goal Determination:	16%
Consultant Services Required:	See Scope of Services below.
Contact:	Name: Rachel Shelley, Assistant Director of Procurement Phone: (314) 822-5850
Deadlines:	Questions: December 6, 2022 at 5:00pm RFQ: December 13, 2022 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.	

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 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. 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 qualifications for the consulting services for Preliminary Engineering and Construction Engineering that may include but are not limited to the following services in accordance with LPA Manual section 136.11. The descriptions of the requested services are not all inclusive of the tasks required:

Preliminary Engineering

1. Topographic Surveying. Provide surveying for design (if necessary).
2. The preparation Right-of-Way plans, and final plans, specifications and construction estimates (PS&E) in accordance with MoDOT LPA and FHWA regulations. Preparation of right-of-way plans, exhibits, and title reports/commitments for parcels where right-of-way or easements are required. Right of way design will include acquisition (appraisals and negotiations).
3. Coordination with Missouri Department of Transportation (MoDOT)
4. Coordination with Metropolitan St. Louis Sewer District (MSD)
5. Coordination with the Missouri Department of Natural Resources (DNR)
6. Coordination with Utilities, identifying conflicts, and relocation
7. Threatened and Endangered Species Documentation and Application



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8. Prepare Request for Environmental Review in accordance with section 136.6.2 of the LPA manual for submittal to MoDOT's Environmental Division
9. Assistance with Public Involvement Meeting / Hearing using FHWA Virtual Public Involvement.
10. Specify location and standard ADA curb ramp detail type on plans where right-of-way availability and grades allow.
11. Pavement Borings and Design. Detailed design of a mill and Hot Mix Asphalt overlay of Clay Avenue and side street tie-ins, where street drainage should be taken into consideration. Investigate base repair needs.
12. Non-ADA Compliant Sidewalk and Curb Ramp Replacement. Detailed design (showing sidewalks, bus landing pads, curb cuts, detectable warning panels, etc.) meet ADA requirements (where necessary).
13. Traffic study(s) as necessary to provide safe pedestrian crossings at uncontrolled crosswalks.
14. Temporary and Permanent Striping Plan with Mid-Block Crossing at Madison Avenue
15. Temporary Traffic Control Plan with consideration for traffic from the Rail Road Bypass from Kirkwood Road as Clay Avenue is used heavily during rail traffic.
16. Sign replacement plan
17. Retaining Wall Design (if necessary-not anticipated)
18. Subsurface Utility Investigation (if necessary)
19. Culvert Design (if necessary)
20. Drainage Structure Rehabilitation Design
21. Water Quality Design (if necessary)
22. Submittal of preliminary plans (in AutoCAD® and Adobe® formats) with Utility Scoping Checklist for each utility (see EPG figure 136.7.8).
23. Fill out City of Kirkwood Complete Streets Checklist at preliminary plan and final plan stage to be in conformance with the City of Kirkwood's Complete Streets Policy.

Construction Engineering

1. Conduct a preconstruction conference to discuss project details with the Contractor, City, and Utilities.
2. Perform Pre-construction digital color photos and video of features shall include, but not be limited to, residential and commercial entrances, sidewalks, outside of houses (front and sides), retaining walls, fences, steps, traffic signals, and landscaping. Photos and videos will be labeled with project name, direction and road name, time and dated. The finished product shall be a bright, sharp, clear picture free of distortion and show sufficient detail acceptable to the City.
3. Perform site visits to observe and document 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.



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4. Check shop drawing submittals and review schedules and drawings submitted by the Contractor.
5. 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.
6. Prepare change orders for issuance by the City as necessary and ensure that proper approvals are made prior to work being performed.
7. Conduct a pre-paving conference to discuss paving and traffic control details with the Contractor.
8. Review payrolls; perform wage rate and Commercially Useful Function interviews, review on-site bulletin board postings, equal employment opportunity and other related items called for in the contract documents.
9. Materials Testing and Acceptance. 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 field and laboratory testing of samples. Approve and reject materials and their placement as needed.
10. Maintain progress diary and other project records, measure and document quantities, document traffic control, and prepare monthly estimates for payments due the Contractor.
11. 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. subgrade and base preparation
 - e. asphaltic concrete placement
 - f. signal and sign work
 - g. striping
12. 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 by Contractor.
13. Participate in semi and final inspections, provide the City with project documentation (diaries, test results, measurements, certifications, etc.), and provide as-built plans (in AutoCAD® and Adobe® formats) for MSD and the City's records.
14. Submit monthly reimbursement requests to the Missouri Department of Transportation for construction services paid in full by the City.

The anticipated project schedule includes accelerated consultant selection and negotiation



phases. Firms unable to meet these deadlines should not submit a Qualifications Statement. The anticipated schedule is as follows:

Qualifications Statements Due:	December 13, 2022
Request for Proposal:	December 2022
Council Authorization/Contract Execution:	January 2023-February 2023
Estimated Notice to Proceed Date:	March 2023
Preliminary Plans Complete:	July 2023
Right of Way Plans Complete:	November 2023
All Final Plans Complete:	October 2024

SECTION 4. SUBMISSION OF QUALIFICATIONS

Submissions of qualifications will only accepted electronically through the E-Procurement Platform at <https://kirkwoodmo.ionwave.net> by **2:00 p.m. local time on December 13, 2022**. Qualifications submitted after this date and time will not be eligible for consideration.

SECTION 5. EVALUATION CRITERIA

Pursuant to the Brooks Act (40 USC 1102, 23 CFR 172.3) for Consultant Selection – the following criteria will be the basis for selection.

Experience and Technical Competence -

30 Max Points

- Project Manager has appropriate qualifications and has successfully managed similar projects (10 points)
- Technical Leads have appropriate qualifications and have successfully performed on similar projects (10 points)
- Plan for sub-consultants to contribute meaningfully to this project (10 points)

Project Approach -

40 Max Points

- Statements concerning Project Team availability appear realistic (10 points)
- Proposed project approach demonstrates a thorough understanding of the City's needs. (25 points)
- Consultant states they will prepare plans natively in AutoCAD® (5 points)

Past Record of Performance -

30 Max Points

- Prior projects presented are representative of the technical challenges of the project being solicited (15 points)
- Prior projects include federal-aid projects for Missouri Local Public Agencies (15 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.

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.

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 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.

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 Rachel Shelley, Assistant Director of Procurement, at shellers@kirkwoodmo.org.

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.



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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.