

## REQUEST FOR PROPOSALS

The City of Knob Noster is accepting sealed bids for furnishing the necessary labor, tools, materials, equipment, and manpower required to remove and replace asphalt, by way of mill and overlay, approximately one (1) lane mile of roadway in the City. Work will include the milling of the surface asphalt to a depth prescribed by the City, and the replacement of plant mix asphalt pavement in accordance with the current version of the Missouri Standard Specifications for Highway Construction, 2021, Section 401. It is the contractor's responsibility to properly measure the roads prior to submitting a bid to come up with the required costs. This project will take place on S. Washington Avenue and will consist of a Base Bid and three (3) Add Alternates.

The bids will be filed with the City of Knob Noster and publicly opened at **4:05pm on January 27, 2023**. Bidders are required to submit their proposal on the printed forms contained in the contract documents and three (3) references must accompany each proposal. Proposals shall be submitted in sealed envelopes marked "2023 Knob Noster Street Repair Project", with the name of the bidder, on the outside.

This project will take place along S. Washington Avenue and will consist of a Base Bid and Three (3) Add Alternates.

**Base Bid:** S. Washington Avenue, two lanes from Sunset Blvd. north to the concrete bridge just north of the Knob Noster High School Parking Lot (the bridge).

**Add Alternate #1:** S. Washington Avenue, two lanes from the bridge north to McPherson Street.

**Add Alternate #2:** S. Washington Avenue, one lane, on the east side of S. Washington Ave., abutting the length of the Knob Noster High School parking lot, used for parking and driveway access.

**Add Alternate #3:** S. Washington Avenue, from Westside Drive north to the bridge, construction on the west side only of new concrete vertical curb and gutter to match existing curb and gutter along S. Washington Ave.

**Prevailing wage is a requirement.**

The City reserves the right to reject any or all bids, best or lowest, and to waive any irregularities in the bids. No bidder may withdraw his/her bid for a period of thirty (30) days after the date of the bid opening.

Scott Peterson  
City Administrator

## INSTRUCTIONS TO BIDDERS

1. PROPOSALS: Sealed proposals for the “2023 KNOB NOSTER STREET REPAIR PROJECT” will be received at City Hall, 201 N State Street, Knob Noster, Missouri, up to 4:00pm, January 27, 2023, and will be publicly opened at 4:05 pm in the Council Chambers of City Hall.

### DESCRIPTION OF WORK:

1. The work consists of the milling of the surface asphalt to a depth prescribed by the City, and the replacement of plant mix asphalt pavement in accordance with the current version of the Missouri Standard Specifications for Highway Construction, 2021, Section 401. It is the contractor’s responsibility to properly measure the roads prior to submitting a bid to come up with the required costs. This project will take place on S. Washington Avenue and will consist of a Base Bid and three (3) Add Alternates.

**Base Bid:** S. Washington Avenue, two lanes from Sunset Blvd. north to the concrete bridge just north of the Knob Noster High School Parking Lot (the bridge).

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**Add Alternate #3:** S. Washington Avenue, from Westside Drive north to the bridge, construction on the west side only of new concrete vertical curb and gutter to match existing curb and gutter along S. Washington Ave.

2. PLANS AND SPECIFICATIONS: Specifications, and contract documents are on file at City Hall, and copies may be obtained at City Hall, 201 N State Street, knob Noster, Missouri. The successful bidder will be given extra sets of specifications, if requested.
3. PROPOSAL GUARANTEE: None required.
4. REJECTION OF BIDS: The City of Knob Noster, Missouri, reserves the right to reject any or all bids and to waive any irregularities in the bids. No bid may be withdrawn for a period of thirty (30) days after the time set for opening the bids.

5. SUBMITTING PROPOSALS: The name of the bidder shall be filled in the blank left for that purpose. When firms bid, names of the individual members must be given in full and firm name added.
6. EXAMINATION OF SITE WORK: Any bidder may examine for themselves the location and the nature of the proposed work, prior to submitting a proposal. It is the contractor's responsibility to examine the worksites prior to submitting a bid to determine the exact tonnage necessary to accomplish the project.
7. QUALIFICATIONS OF BIDDERS: Before the City enters into a contract on the basis of any bid presented, the bidder must satisfy the Mayor and Board of Aldermen of the said City as to his/her competence to complete such work.
8. BONDS: The successful bidder will be required to give a performance payment bond equal to one hundred percent (100%) of the amount of the bid and a maintenance bond to guarantee the surface against defects for a period of one (1) year. The foregoing bonds to be with a surety and guaranty company authorized to do business in the State of Missouri and acceptable to the City as surety.
9. CITY OF KNOB NOSTER BUSINESS LICENSE: The successful bidder will not be required to obtain a City of Knob Noster business license from the City Clerk.
10. PAYMENT: The City of Knob Noster will pay the contract after satisfactory completion of the work. Monthly payment estimates will be made on completed work of this project.
11. BOUND COPY OF CONTRACT DOCUMENTS: None of the instructions to bidders, proposals or specifications shall be detached from the bound copy before filing the bid with the City of Knob Noster, Missouri.
12. SUMMARY OF QUANTITIES: Summary of Quantities shall be completed and submitted along with the bid documents.
13. PROJECT COMPLETION TIME FRAME: The successful bidder will have 60 days upon signing of the contract to complete the project. In the event that the said work is not completed for the intended purposes within said time frame, liquidated damages in the sum of five hundred dollars (\$500.00) per day will be imposed until the project is completed. If both the City and the Contractor agree to extend the time frame, it shall be done in writing.
14. BIDDING REQUIREMENT: The bid is to be based on total price, with the Base Bid and each Add Alternate clearly identified.
15. ADDITIONAL WORK REQUIRED:

None

16. STATEMENT OF UNDERSTANDING: Bidder is to read all instructions and agrees to the conditions outlined in the Instructions.

The undersigned agrees, if this proposal is accepted, to complete the work within 60 days from the date of award of the contract (unless mutually agreed upon by both parties).

NAME OF BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE #: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**CONTRACT AGREEMENT**

STATE OF MISSOURI     )  
COUNTY OF JOHNSON    ) ss.  
CITY OF KNOB NOSTER    )

THIS AGREEMENT AND INDENTURE MADE AND ENTERED INTO THIS, the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF KNOB NOSTER, MISSOURI and \_\_\_\_\_, termed in this agreement and the contract documents as the "VENDOR."

WITNESSETH:

THAT, WHEREAS, the City of Knob Noster, Missouri has heretofore caused to be prepared certain contract documents for performing work therein fully described, and the Vendor did, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, filed with the City of Knob Noster a copy of said contract documents together with his offered proposal to furnish said materials and perform said work at the terms therein fully stated and set forth: and,

WHEREAS, the said contract documents accurately and fully described the terms and conditions upon which the Vendor is willing to furnish the materials and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same.

IT IS THEREFORE AGREED:

1. That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described; and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed for the "2023 KNOB NOSTER STREET REPAIR PROJECT."
2. The contract documents hereto annexed are made a part of this agreement and contract as fully and absolutely as if herein set out.
3. This contract is executed in two (2) copies.

IN TESTIMONY WHEREOF, the parties hereto have executed this contract on the day and year in this agreement first above written.

CITY OF KNOB NOSTER, MISSOURI  
(Party of the First Part)

ATTEST:

\_\_\_\_\_  
SCOTT E. PETERSON  
City Administrator

\_\_\_\_\_  
AMY M. SCHOUTEN, CMC  
City Clerk

SIGNATURE OF CONTRACTOR  
(Party of the Second Part)

ATTEST:

\_\_\_\_\_  
  
\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
  
\_\_\_\_\_  
(Name and Title)

## C-4 INSURANCE

### A. General

1. Vendor shall purchase and maintain, at his/her expense, insurance of such types and in such amounts as are specified herein to protect Vendor and the interests of the City and others from claims which may arise out of, or result from, Vendor's operations by the Vendor or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.
2. Such insurance shall cover claims for damages because of bodily injury or death to Vendor's employees including claims brought under:
  - a. Worker's compensation laws
  - b. Disability benefits laws
  - c. Occupational sickness or disease laws
  - d. Other similar employee benefit laws
3. Such insurance shall also cover claims for damage because of personal injury, bodily injury, sickness or disease or death of any person or persons other than Vendor's employees and claims from injury to or destruction of tangible property including loss of use thereof.
4. Vendor shall also purchase and maintain, at his expense, all property insurance of such types and in such amounts as are specified herein to protect the Vendor and the interests of the City and others from loss arising from damage to work and materials and equipment to be incorporated in the work.
5. Failure of the Vendor to maintain proper insurance coverage shall not relieve him of any contractual responsibility or obligation.
6. If part of the work is to be subcontracted, Vendor shall either cover any or all subcontractors in his/her insurance policies or require each subcontractor not so covered to obtain insurance, which will protect the subcontractor against all, applicable hazards or risks of loss designated herein.
7. Copies of policies or certificates on insurance evidencing coverage on the forms or for the limits required shall be filed with the other contract documents. Such policies or certificates shall state that ten (10) days written notice will be given to the City prior to any material change or cancellation of insurance coverage.



8. Any insured loss under the policies or property insurance is to be adjusted with the City and made payable to the City as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage and of paragraph A-10 hereof.
9. The City and Vendor waive all rights against each other for damages arising out of an insured loss under policies of property insurance. Vendor shall require similar waivers by subcontractors.
10. The City, as Trustee, will have the power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five (5) days after the occurrence of loss to the City's exercise of this power, and if such an objection be made, arbitrators shall be chosen. The City as Trustee will, in that case, make settlement with the insurers in accordance with the directions of such arbitrators.

#### Forms of Coverage and Limits of Coverage Required

##### 1. Worker's Compensation and Employer's Liability Insurance:

- A. This insurance shall protect Vendor against any and all claims brought under the Worker's Compensation Law for the state or states involved in the work. It shall also protect the Vendor against claims for injury to, disease, or death to workers engaged in the work which, for any reason, may fall within the provisions of the Worker's Compensation Act. This policy shall include "All States' endorsement.
- B. Limits of coverage shall not be less than the following:
  - 1) Worker's Compensation---Statutory
  - 2) Employer's Liability---\$100,000.00 per person

##### 2. Comprehensive Automotive Insurance

- A. Vendor shall carry comprehensive automotive insurance covering all vehicles owned, hired, rented, or non-owned, licensed, or not licensed, used in the operation and work under this contract.
- B. Liability limits shall not be less than the following:
  - 1) Bodily Injury----\$100,000.00 each person  
\$800,000.00 each occurrence

2) Property Damage---\$100,000.00 each occurrence

The City shall be named insured on this insurance in regard to all claims and arising out of the operations and work under this contract.

3. Comprehensive General Liability Insurance:

- A. This insurance, to be in comprehensive form, shall protect the Vendor against any and all claims in connection with or resulting from the vendor's operations under the contract documents for injuries to, or death of, any person other than his employees, and damage to property of others, including loss of use resulting there from, arising in whole or in part out of any act of commission or act of omission of the Vendor, his agents or subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.
- B. In addition, this general liability insurance policy shall be endorsed to provide blanket contractual liability insurance.
- C. The property damage liability coverage under this policy shall contain no exclusion (commonly referred to as SC&U exclusion) relative to damage to underground property.
- D. Liability limits shall not be less than the following:
  - 1) Bodily Injury---\$100,000.00 each person  
\$200,000.00 each occurrence
  - 2) Property Damage---\$100,000.00 each occurrence  
\$800,000.00 aggregate
- E. This policy shall be extended to include independent Vendor's protective liability insurance to protect against bodily injury or property damage claims traceable to negligence of independent contractors, while excluding liability arising out of supervisory, inspection, or engineering services, opinions, reports, surveys, designs or specifications.
- F. This policy shall include products and completed operations coverage for limits as specified above.
- G. This policy shall include personal injury insurance for limits of not less than \$100,000.00 each claim and \$200,000.00 annual aggregate.

PROPOSAL

TO THE CITY OF KNOB NOSTER, MISSOURI:

Pursuant to and in compliance with the Notice to Contractors, the undersigned bidder proposes and agrees, if this proposal is accepted, to furnish all labor (**at prevailing wage**), materials, tools, supplies, equipment, and supervision and to do all work necessary to remove all rock in order to apply 6 inches of ½ inch aggregate subgrade and 7 inches of Portland Concrete pavement. Concrete will be tied into the existing roadways at both ends with rebar. Contractor is responsible for measuring the work areas. Additionally, a hydro-seed (or similar application) will need to be applied to both embankments in the project area on E. McKissock to prevent future erosion issues.

LUMP SUM TOTAL FOR PROPOSAL: \$ \_\_\_\_\_

ITEMIZED DESCRIPTION AND COST LISTING

**Base Bid:** \$ \_\_\_\_\_

Add Alternate #1 \$ \_\_\_\_\_

Add Alternate #2 \$ \_\_\_\_\_

Add Alternate #3 \$ \_\_\_\_\_

Scott E. Peterson  
City Administrator