

I. PURPOSE AND GENERAL INFORMATION

It is the intent of this Request for Proposal to solicit bids for professional concrete services for the City of Knob Noster, through its Public Works Department. The City of Knob Noster is inviting proposals from Contractors to provide reconstruction of the designated sidewalks at proposed locations, with a project completion date of August 19, 2022.

II. SCOPE OF SERVICES

- Replace concrete sidewalk on designated streets, as indicated on attached map (yellow on map). Sidewalks to be replaced, specifically, are:
 - South side of Wimer from Monroe to State St.
 - West side of Monroe from McPherson to Wimer
 - East Side of Jackson from Wimer to McPherson and from McPherson to Bridge.
- Public works department may remove existing sidewalk and curbing and perform rough grading and compacting. Successful respondents will provide a bid with the removal of the existing sidewalk AND provide an alternate option bid without removal of the existing sidewalk.
- New sidewalk location to be identical to existing sidewalk and must be ADA compliant. Concrete sidewalk to be four (4) inches thick with a minimum of four (4) feet in width in all residential zones and from building to curb in the downtown zone. Curbing to be installed as required at the specific locations to meet ADA requirements. Concrete to be a minimum of 3500PSI mix. Construction Joints to have dowels installed at twelve (12) inch intervals at all curbs, driveway and street locations. Longitudinal cut joint spacing to be not more than five (5) feet in spacing and must match the entire width of sidewalk. Isolation joints to be placed where sidewalk abuts driveways and similar structures and 250- foot centers maximum. Surface must be broom finished.
- All constructed sidewalks must meet ADA requirements with a ramp slope not to exceed 1 inch/ft and a cross slope of not more that 2%.
- Detectable warnings must meet ADA requirements at required locations.
- Please refer to the provided APWA sidewalk and ramp details for clarification.
- Approximate total square footage is 5,500 sq. ft.

III. PREPARATION OF THE PROPOSAL

Proposals should provide a straightforward, concise description of the bidder's capabilities to satisfy the requirements of this Request for Proposals. Emphasis should be on completeness, clarity of content, and conveyance of the information required by the City of Knob Noster. At a minimum, the proposal should contain the following information:

- Business Organization - State the full name, address, phone number, fax number and email address of your business and whether you operate as an individual, partnership, or corporation.

- Qualifications - Include a brief narrative description of the proposed services that will be delivered and the equipment available to perform the services.

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GENERAL CONDITIONS

The General Conditions which follow apply to and are a part of this Request for Proposal unless otherwise specified herein. Subject to State and local laws and all rules, regulations and limitations imposed by legislation of the Federal Government, responses on all advertisements, and invitations issued by the City of Knob Noster will bind Respondents to applicable conditions and requirements herein set forth unless otherwise specified in the Request for Proposal. Respondents or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and scope of services before submitting proposals; failure to do so will be at the Respondent's own risk and he cannot secure relief on the plea of error.

1. Withdrawal of Proposals: A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received by the City of Knob Noster prior to the response deadline.
2. Completeness: All information required by the Request for Proposal must be supplied to constitute a proper proposal. Respondents shall not alter the Request for Proposal documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the Request for Proposal in the form requested. The City reserves the right to reject proposals with incomplete information or which are presented in a form other than that requested in this Request for Proposals. Proposals must be submitted in a hard copy form. Proposals submitted electronically, on computer diskettes, or by FAX will not be considered by the City.
3. Proposals Binding For 90 Days: Unless otherwise specified all proposals submitted shall be binding for ninety (90) calendar days following the response deadline, unless the Respondent(s), upon request of the City Administrator, agrees to an extension.
4. Exceptions: Conditional or qualified proposals are subject to rejection in whole or in part. All exceptions to the scope of services for this Request for Proposal must be made in writing and attached to the proposal when it is submitted by the Respondent. The City will consider minor exceptions to its requirements. A minor exception is one which is a matter of form, not substance. The minor exception is considered immaterial and inconsequential when its significance to price, quantity, quality, or delivery is trivial or negligible when contrasted with total scope of the Request for Proposal (ex: comparable manufacturer or alternate proposals where allowed by the Request for Proposal). The City will not consider exceptions to its General Conditions, Forms or Insurance Requirements. The City reserves the right in its sole discretion to accept or reject any exceptions requested. Exceptions made in any other

manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered and determined to be acceptable to the City shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the City and the scope of services for the Request for Proposal shall prevail.

5. Questions Regarding Scope of Services: Any information relative to interpretation of scope of services shall be requested of the Building Administrator, in writing, in ample time before the response deadline. All questions must be received by the City by July 8, 2022. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the Request for Proposal which, if issued, will be posted no later than three (3) business days before the response deadline. Addendums to the Request for Proposal will be posted on the city's website @ www.cityofkn.net. Oral answers will not be binding on the City. Each respondent shall ascertain prior to submitting his proposal that he has received all Addenda issued and shall acknowledge the receipt of such on the form provided herein. Failure to adhere to this policy may cause your bid to be REJECTED.

6. The City reserves the right to split the award of the contract, reject any or parts of proposals, to waive technical defects in proposals, consider administrative costs and to select the proposals(s) deemed most advantageous to the City. The City shall consider proposals submitted on an "all or nothing" basis only if the proposal is clearly designated as such by the Respondent, affixing the words "ALL OR NOTHING" on the quotation portion of the Request for Proposal.

7. Applicable State Law: The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law or regulation.

8. Communications and Notices: Any notice to the Contractor shall be deemed sufficient when deposited in the United States Mail postage prepaid; faxed; e-mailed; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of the contract or at such address as the contractor may have requested in writing,

9. Bankruptcy or Insolvency: Upon filing for any bankruptcy or insolvency proceedings by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the City Administrator immediately in writing. Upon learning of the actions herein identified Knob Noster reserves the right at its sole discretion to either affirm the contract or cancel the contract and hold the Contractor responsible for damages.

10. Patents: Contractor agrees to defend, indemnify, protect, and save harmless, Knob Noster, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the materials or items to be furnished.

11. By virtue of statutory authority, the City Administrator shall give preference to all commodities manufactured, mined, produced or grown within the State of Missouri and to all

firms, corporations or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is same or less.

12. Material Standards: All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

13. Tax Clearance Required: No person, firm or corporation, resident in Knob Noster, or otherwise legally within the taxing jurisdiction of the City, shall be eligible to provide any goods, contractual services or anything covered by the City Purchasing Policy unless said person, firm or corporation is duly listed and assessed on the City tax rolls, and is in no way delinquent on any taxes payable to the City. Further, no person, firm or corporation, regardless of state of residency, shall be eligible to provide any goods, contractual services, or anything covered by this chapter, of a cost in excess of \$150,000 per annum, if that person, firm or corporation is in any way delinquent on any taxes payable to any local government entity with which Knob Noster has entered into an "Intergovernmental Agreement for Tax Verification Information".

Where any individual, firm or corporation is a resident of Knob Noster, or it otherwise appears that such firm is legally within the taxing jurisdiction of the City, and has made an offer, bid, or quotation for any City purchase, or has submitted an application to be given an opportunity to make quotations for City purchases, the City Administrator shall cause a search to be made of the City tax rolls, and, if applicable, an inquiry to be made of the appropriate personnel of any other local government entity with which Knob Noster has entered into an "Intergovernmental Agreement for Tax Verification Information", to determine the eligibility of that person, firm or corporation under this section.

When the lowest/highest responsible bidder for a given Purchase Order or Contract is ineligible under this section, the City Administrator may, where time is not of the essence to the City, notify the bidder and allow three (3) days for the bidder to correct the deficiency or pay up any delinquency involved. If the bidder fails, after such notice, to comply within three (3) days, or if the City Administrator deems to be of the essence, he shall proceed as though the next lowest/highest responsible bidder who is eligible under this section had entered the lowest/highest bid.

14. The City is not responsible for articles or services furnished without a Purchase Order,

15. Inspection and Acceptance: Inspection and acceptance will be at destination. Prior to the time of delivery and acceptance by the City, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the City.

16. Equal Opportunity: The Contractor shall maintain policies of employment as follows:

a) The Contractor and the Contractor's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices setting forth the policies of non-discrimination

b) The Contractor and the Contractor's Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin,

17. Foreign Corporations: Firms submitting proposals as corporations which are not incorporated in the State of Missouri must include with their proposal a properly executed Certificate of Registration for Foreign Corporation authorizing the firm to do business in the State of Missouri.

18. Errors in Proposals: Respondent shall be bound by its proposal even though the proposal is based on an erroneous calculation, and Respondent shall have no right to withdraw its proposal after the Response Deadline on the basis of an error in calculation of its proposal,

Carelessness in quoting prices, or in preparation of proposal, will not relieve the Respondent in case of errors. Erasures or changes in proposals must be initialed,

19. Omission in Proposals: Omission in the proposal of any provision herein prescribed shall not be construed as to relieve the contractor of any responsibility or obligation requisite to the complete and satisfactory operation of any and all equipment and services. Any exception to the provision of the Request for Proposals must be in writing and not by omission.

20. No lowest/highest Respondent shall receive a business expectancy merely because his proposal is the lowest/highest one received; until the contract has been awarded, no business expectancy exists.

21. Conflict of Interest: Respondent warrants that no officer or employee of the City, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

No official or employee of Knob Noster or its governing body and no public official in Knob Noster who exercises any functions or responsibilities in the review or approval of the undertaking of carrying out of the project covered by this contract shall voluntarily acquire any personal interest, directly or indirectly, in this contract.

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of this services hereunder. The Contractor further covenants that no person having such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

22. It shall be the responsibility of all Respondents to warrant that all goods, services, and/or work to be procured and/or performed under this contract shall conform to and/or be performed in compliance with all applicable Federal, State, and Local Statutes, Ordinances and Codes including but not limited to the American with Disabilities Act of 1990. Failure to comply in any manner with applicable Statues, Ordinances or Codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance

or in liquidated damages in the amount required to effect compliance with said Statutes, Ordinances and Codes together with any costs associated with collection of said damages.

23. Respondent certifies that all goods to be supplied to the City as a result of contracts awarded under this Request for Proposal were produced in compliance with all applicable requirements of section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof,

24. Fund Allocation: Continuance of any resulting contract or issuance of purchase orders after December 31 of the current calendar year is contingent upon the allocation of City funds for the next proceeding calendar year.

25. Qualifications of Respondents: The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the respondent to perform the work and the respondent shall furnish to the City all such information and data for this purpose, as may be requested. The City reserves the right to inspect respondent's physical plant prior to award to satisfy questions regarding the respondent's capabilities. The City further reserves the right to reject any proposal if the evidence submitted by or investigations of such respondent fails to satisfy the City that such respondent is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

26. Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of this contract to any individual, firm, or corporation without written consent of Knob Noster. This consent of the City will not be given unless, and until the Contractor has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the City, together with a complete copy of the subcontract, if so requested by the City. The subcontract shall bind the subcontractor to comply with all requirements of this contract including, but not limited to, wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the City.

27. If awarded a Contract as a result of this Request for Proposal; you must have a hard copy of a purchase order issued by the Knob Noster City Administrator BEFORE providing any goods and/or services. Failure to adhere to this policy will result in the immediate termination of said contract.

28. As a condition for the award of any contract or grant in excess of five thousand dollars by the City to a business entity, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis.

29. This contract shall be construed according to the laws of the State of Missouri, including Missouri Revised Statute Chapter 610.111.1, which requires that all records of Knob Noster,

Missouri will be open to the public, unless subject to statutory exception, as Knob Noster, Missouri is a public governmental body. Pursuant to Missouri Revised Statute Chapter 610.02(12), sealed bids and related documents, once the bid documents have been opened, along with any related documents, are considered public records subject to disclosure upon request. Missouri Revised Statute Chapter 610.021(12) also requires, upon request, disclosure of any negotiated contract and documents related to such contract once the contract has been executed or until all bids have been rejected.

31. Discussions and Negotiations: The City, in its sole discretion, may do any or all of the following:

a) evaluate proposals and award a contract with or without discussions or negotiations with any or all Respondents; b) discuss and negotiate anything and everything with any Respondent or Respondents at any time; c) request additional information from any Respondent; d) request a Respondent or Respondents to submit a new Proposal; e) request one or more best and final offers from any or all Respondents; f) accept any Proposal in whole or part; g) require a Respondent to make modifications to their initial Proposal; h) make a partial award to any or all Respondents; i) make multiple awards to any or all Respondents; j) terminate this RFP and reissue an amended RFP.

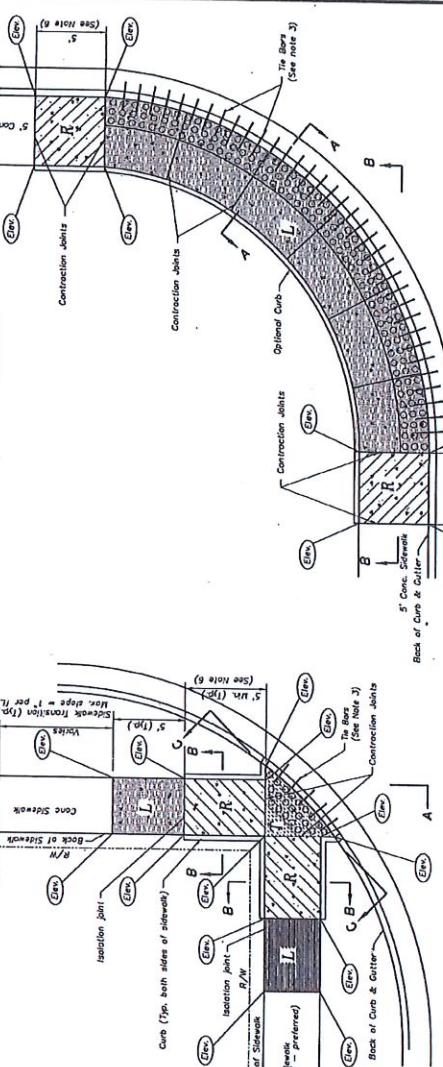




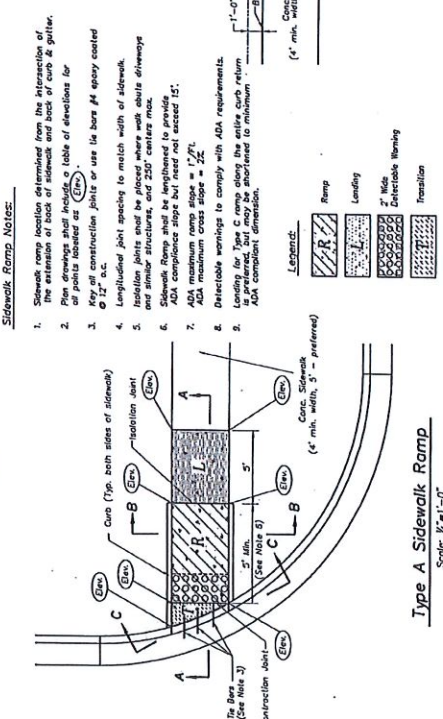
3-D View Type C Sidewalk Ramp
Not to Scale

3-D View Type B Sidewalk Ramp
Not to Scale

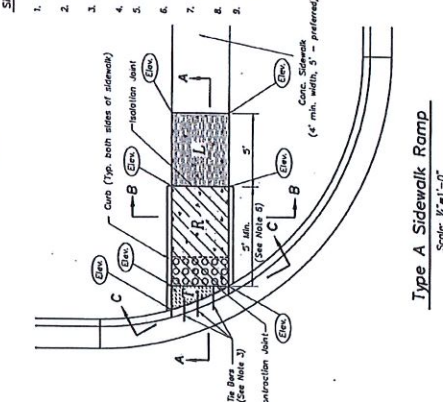
3-D View Type A Sidewalk Ramp
Not to Scale



Type C Sidewalk Ramp
Scale: 1/4"=1'-0"

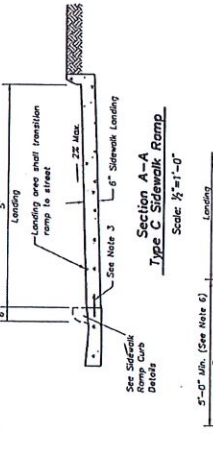
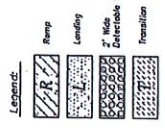


Type B Sidewalk Ramp
Scale: 1/4"=1'-0"

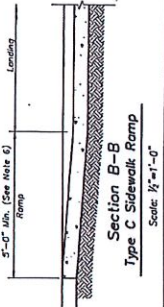


Type A Sidewalk Ramp
Scale: 1/4"=1'-0"

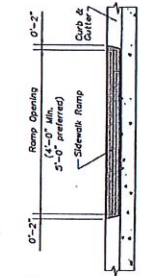
- Sidewalk Ramp Notes:**
- Sidewalk ramp location determined from the intersection of the sidewalk and curb & gutter.
 - Plan drawings shall include a table of elevations for all points located as (Elev.).
 - Key all contraction joints or use the bar # epoxy coated $\phi 1/2"$ o.c.
 - Longitudinal joint spacing to match width of sidewalk.
 - Isolation joints shall be placed where walk abuts driveways and similar structures, and 250' centers max.
 - ADA compliance shall be provided as per Section 12.1.
 - ADA maximum ramp slope = 1:7.5.
 - ADA maximum cross slope = 2:1.
 - Detectable warnings to comply with ADA requirements.
 - Landing for Type C ramp along the entire curb return preferred, but may be omitted to minimum ADA compliant dimensions.



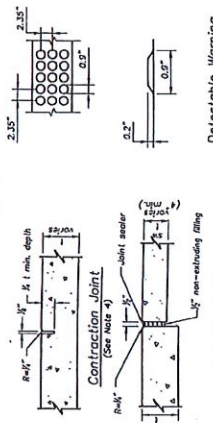
Section A-A Type C Sidewalk Ramp
Scale: 1/2"=1'-0"



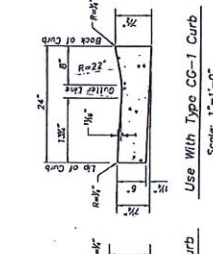
Section B-B Type C Sidewalk Ramp
Scale: 1/2"=1'-0"



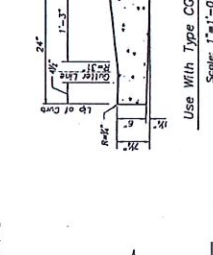
Section C-C Type A & B Sidewalk Ramp
Scale: 1/2"=1'-0"



Isolation Joint
(See Note 3)



Ramp Curb Detail
Scale: 1"=1'-0"



Street Curb Detail at Ramp
Scale: 1"=1'-0"

AMERICAN PUBLIC WORKS ASSOCIATION
KANSAS CITY METROPOLITAN CHAPTER
STANDARD DRAWING NUMBER SW-1 ADOPTED: DECEMBER 18, 2002

SIDEWALK RAMP DETAILS

Detectable Warning Dome Spacing and Section Not to Scale

Use With Type CG-1 Curb Scale: 1"=1'-0"

Use With Type CG-2 Curb Scale: 1"=1'-0"

Ramp Curb Detail Scale: 1"=1'-0"

Street Curb Detail at Ramp Scale: 1"=1'-0"