

AN ORDINANCE AMENDING THE ADOPTED 2023 BUDGET FOR THE CITY OF BRANSON TO ADJUST MONIES FOR ADDITIONAL EXPENSES IN THE CAPITAL OPERATING BUDGET FUND AND APPROVING THE CONTRACT WITH OTIS ELEVATOR COMPANY FOR CITY HALL ELEVATOR UPGRADE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, Section 2-307 of the Branson Municipal Code states that any increase in appropriation within a budgeted fund shall require the approval of the Board of Aldermen; and

WHEREEAS, it is necessary to adjust monies in the Capital Operating Fund; and the City of Branson desires to contract with Otis Elevator Company for City Hall Elevator Upgrade; and

WHEREAS, a contract with Otis Elevator Company has been recommended for approval by staff; and

WHEREAS, the Board of Aldermen desires to amend the 2023 Budget for the Capital Operating fund and approve the contract with Otis Elevator for the elevator upgrade at city hall.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:

Section 1: The Board of Aldermen hereby approves the additional expense within the 2023 budget for the Capital Operating fund for the elevator upgrade project as authorized below:

Capital Operating Fund

	<u>Increase</u>
140-5010-510.90-11 (Capital Operating Fund)	\$54,750.00
Fund Balance Operating Fund Reserves	(\$54,750.00)

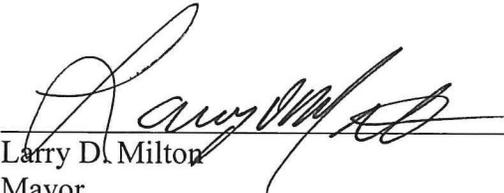
Section 2: The Board of Aldermen hereby approves the contract with Otis Elevator Company for City Hall Elevator Upgrade as specified in the related specifications and substantial conformity with the terms shown on Exhibit “1” attached in the amount not to exceed \$142,750.00 and incorporated by this reference as set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Administrator, and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

Section 3: The Board of Aldermen hereby authorizes the City Administrator to approve change orders for contractual time extensions and cost modifications as necessary in accordance with the City's Change Order Policy established in Resolution No. 2019-R002.

Section 4: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this 26th day of September, 2023.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this 26th day of September, 2023.



Larry D. Milton
Mayor

ATTEST:



Hillary Briand
City Clerk

APPROVED AS TO FORM:



City Attorney

Office Use Only

MASTER CONTRACT NUMBER:

C2023-0199



CITY OF BRANSON, MISSOURI

REQUEST FOR BID (RFB)2725-01

FOR:

Elevator Modernization for City Hall

BID DUE DATE:

August 1st, 2023 @ 3:00 PM

City of Branson
Public Works/Engineering department
110 West Maddux, Suite 310
Branson, Missouri 65616
(417) 337-8559

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ADVERTISEMENT FOR BIDS

RFB 2725-01 Sealed electronic bids will be received by the City of Branson using the City's designated electronic bidding platform, DemandStar until 3:00 p.m., local time August 1st, 2023, for the modernization and upgrade of the elevator located at City Hall and then publicly opened and read aloud via teleconference. To participate, dial 314-828-1276 and enter Conference ID: 502 954 642#. All bidders or their representatives are invited to attend the opening of the RFB.

The work to be performed under the provisions of this contract consists of the complete construction as follows: Furnish labor, materials and equipment necessary to Modernization of elevator at City Hall.

Copies of the drawings and specifications for use in preparing bids may be obtained by prospective bidders from the City of Branson Public Works/Engineering Department at a non-refundable cost of \$20.00. Complete digital project bidding documents are available by going to www.demandstar or www.bransonmo.gov and click on Bids. New screen will appear for Open Bids. Plans and specifications may also be examined at the office of the Director of Public Works/Engineering at City Hall, Commercial & Maddux, Branson, Missouri 65616, (417) 337-8559.

Bids will be received on a lump sum and unit price basis. Each bidder shall file with his bid a cashier's check, certified check or a bidder's bond for 5 percent (5%) of the total amount of the base bid made payable to the City of Branson, Missouri, hereinafter referred to as the Owner. Electronic bid bonds may be uploaded with the bid submission or submitted by sing partners, Surety 2000 or Surety Wave. Cashier's check or certified check shall be submitted to address below and must be received prior to the bid opening date. Clearly mark outside of envelope as follows:

Company Name: _____
Bid Number: _____ - _____
Attn: Contract Management
110 W. Maddux, Suite 205
Branson, MO 65616

The bidder to whom a contract is awarded will be required to furnish a performance bond and a payment bond on the forms provided, acceptable to the City of Branson, Missouri, each in the amount of 100 percent (100%) of the contract price, in conformity with the requirements of the General Conditions.

Wage rates paid on construction work for this project shall be at least equal to the prevailing wage rates as determined by the Division of Labor Standards of Missouri.

Enrollment in Federal Work Authorization Program

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder 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 to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Affidavit for Service Contracts

The Bidder agrees to provide a certification if requested by the City of Branson, in accordance with Sec. 34.600, RSMo that they have not engaged in a boycott of: Goods or services from the State of Israel; Companies doing

business in, or with, Israel; Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or Persons or entities doing business in the State of Israel.

Safety Training

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration (“OSHA”) or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation. The Contractor and his subcontractors will be obligated not to discriminate in employment practices.

Contract time will be specified in the Bid Form. No Bid may be withdrawn within a period of 90 days after the date fixed for opening Bids.

The Owner reserves the right to reject any or all Bids, to waive informalities, and to reject nonconforming, nonresponsive, or conditional Bids.

MAYOR AND BOARD OF ALDERMEN
BRANSON, MISSOURI

INSTRUCTIONS TO BIDDERS

Bids will be received by the City of Branson, Missouri (herein called the "Owner"), at City Hall until 3:00 p.m. on August 1st, 2023, and then publicly opened and read aloud via teleconference.

GENERAL INSTRUCTIONS AND DEFINED TERMS:

Prospective bidders are instructed to read and become very familiar with the Standard General Conditions. These instructions to bidders in no way reduce the scope of or the contents of the provisions in the technical specifications.

Terms used in these Instructions to Bidders, which are defined in the Standard General have the meanings assigned to them in the General Conditions.

QUALIFICATIONS OF BIDDERS:

To demonstrate qualifications to perform the Work, each Contractor bidding on this project is required to submit with their bid documents a current Statement of Bidder's Qualifications. Forms for this statement are included as part of these documents for the bidder's convenience.

The successful bidder will be required to have an occupational license with the City of Branson, Missouri before award of the contract can be made.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

It is the responsibility for each Bidder before submitting a Bid to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify engineer of all conflicts, errors or discrepancies in the Contract Documents.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid schedule by examination of the site and a review of the drawings and specifications including addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. All names must be typed or printed below the signature. The Bid shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Bid must be shown. Only one copy of the Bid form is required.

The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 90 days after the actual date of the opening thereof. Should there be reasons why the contract

cannot be awarded within the specified period, the time may be extended by mutual Agreement between the Owner and the Bidder.

SUBCONTRACTORS, SUPPLIERS AND OTHERS:

Using the form supplied in the bid package, provide the names, addresses, telephone numbers, and proposed work items and amount of all subcontractors the bidder expects to use in performing the work under this proposal. If no subcontractors are expected to be used, a completed Subcontractor Disclosure Form is still required to accompany the bid.

After the bid opening the successful bidder may not substitute any of the subcontractors identified in the bid, except with the approval of the Director of Public Works/Engineering and for good cause shown. The availability of another subcontractor at a lower cost to the general contractor after the general contractor's bid has been accepted by the City shall not constitute good cause for such substitution.

The Contractor shall not assign or sublet the contract or any portion of the contract without the written approval of the Director of Public Works/Engineering in accordance with Section B of the General Conditions. The form of approval shall be completion and submittal of the enclosed subcontractor form including a statement of qualifications of the subcontractor and assurances that the subcontractor is legally bound to comply with all the requirements of the contract as they would apply to the prime contractor, for example, wage rates, equal employment opportunity regulations, submittal of payrolls, etc.

No subcontract shall under any circumstances relieve the Contractor or his surety of his liability and obligation under the contract, and all transactions will be made through the Contractor. Subcontractors will be recognized and dealt with only as workmen and representatives of the Contractor.

If approval is given for subletting work, the Contractor shall perform with his own organization bid items amounting to not less than fifty (50) percent of the total contract cost. The percentage of the work to be performed shall be computed using the bid items as shown on the bid proposal and the unit prices as submitted by the Contractor. No breakdown of the bid items will be allowed, such as breaking an excavation bid item into labor, equipment, fuel, etc. The unit prices used in the computation will be the bid price on the bid proposal, not the price the Contractor is to pay the subcontractor. The contract value of items so designated as specialty items in the contract by the Special Provisions when subcontracted, may be deducted from the total contract price before computing the amount of work required to be performed by the prime contractor.

No subcontractor may further subcontract any of his work.

Enrollment in Federal Work Authorization Program

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder 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 to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Safety Training

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration (“OSHA”) or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

The Owner shall provide to Bidders prior to bidding, all information that is pertinent to, and delineates and describes, the land owned, and rights-of-way acquired or to be acquired.

The Contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

Bonds

A bid bond payable to the Owner for five percent (5%) of the total amount of the bid must accompany the bids. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible bidders. When the Construction Contract is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the Payment Bond and Performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond.

A performance bond and a payment bond, each in the amount of 100 percent of the contract price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract. Attorneys-in-fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

Contract Award

The party to whom the contract is awarded will be required to execute the Construction Contract and obtain the performance bond and payment bond within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Construction Contract and Bond forms.

The Owner, within ten (10) days of receipt of acceptable performance bond, payment bond and Construction Contract signed by the party to whom the contract was awarded shall sign the Construction Contract and return to such party an executed duplicate of the contract. Should the Owner not execute the Construction Contract within such period, the Bidder may, by written notice, withdraw his signed Contract. Such notice of withdrawal shall be effective upon receipt of the Notice by the Owner.

The City shall issue the Notice to Proceed within ten (10) days of the execution of the Construction Contract. Should there be reasons why the Notice to Proceed cannot be issued within such period, the

time may be extended by mutual agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the Contractor may terminate the Construction Contract without further liability on the part of either party.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Bidders will be required to submit a summary of their qualifications on the forms included in the specifications.

Additional Bidder Information

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the number of consecutive calendar days thereto stated in the proposal. Bidder must agree also to pay as liquidated damages, the sum noted in the Bid document for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Neither the final payment nor any part of the retained percentages shall become due until the Contractor delivers to the Owner a complete release of all claims arising out of this contract, whether liens arising out of performance of the contract or claims whether of persons or property arising out of or related in any manner whatsoever to the Contractor's performance, or receipts in full in lieu thereof, and, in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any liens or claim. If any lien or claim remains unsatisfied after all the payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees. Upon request of the Owner, the Contractor will, at his own expense, by bonding it or otherwise, secure the prompt discharge of any lien or claim which may be filed against the property arising out of the contract. The required lien waiver forms are enclosed. Copies may be obtained from the Director of Public Works.

Where indefinite material is specified on the plans or in the specifications, it is the intent to set a definite standard.

In any section of the contract documents or plans and specifications, if any article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or approved equal" if not inserted shall be implied.

No substitution shall be made unless supporting information is submitted in writing to the Director of Public Works/Engineering a minimum of two (2) weeks prior to Bid opening date. Such information shall contain sufficient data so that the Engineer and Owner can determine if the substitution is equal to design, strength, durability, usefulness and convenience for the purpose intended including design calculations and drawings prepared by a registered engineer. If the substitute material or equipment is found to be equal in performance to that specified and if the substitute requires modifications to the design plans, the Contractor shall be responsible for the additional design and construction costs. The

Engineer will notify all prospective Bidders by addendum to the Specifications prior to the Bid opening date, of any approved equal materials or equipment.

A conditional qualified Bid will not be accepted.

Award will be made to the lowest responsive, responsible Bidder, on the total base Bid.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each prospective Bidder is expected to examine all of the Contract Documents before submitting a proposal. The conditions indicated on the design plan and elsewhere in the contract documents represent information available from surveys and studies and original construction plans, but the submission of a proposal shall be considered proof that the prospective Bidder has made his own examination and is satisfied as to the conditions to be encountered in performing the work, and as to the requirements of the design plans and within the terms of the other contract documents.

Contract Forms. Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City and may be conducted by electronic means at the sole discretion of the City in compliance with the Uniform Electronic Transactions Act, Sec. 432.200, RSMo. et al.

Use of Electronic Signatures. By offering a submission to this Request for Bid, the bidder agrees to the electronic execution and delivery of any agreement, contract or purchase order resulting from acceptance of a Bid and that any electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

LIST OF ITEMS TO BE SUBMITTED:

Items required to be submitted with Bid:

1. Bid Form
2. Bid Bond
3. Current Statement of Bidder's Qualifications
4. Acknowledgement of any Addendum Issued
5. Subcontractor Disclosure Form
6. Immigration Affidavit

Items required to be submitted prior to Council award of contract:

1. Current City of Branson business/contractor's license

Items required to be submitted for Notice to Proceed of contract:

1. Signed Contract
2. Insurance Certificates naming City of Branson as additional insured
3. Performance, Labor and Materials Payment bonds
4. E-Verify Enrollment Documentation
5. Executed Notice of Award

Items required to be submitted prior to commencement of work:

1. Documentation certifying completion of required ten (10) hour OSHA safety training pursuant to Section 292.675, RSMo

Items required to be submitted monthly with construction payments:

1. Certified Payroll complying with Prevailing Wage Requirements

Items required to be submitted prior to final payment:

1. Certificate of Compliance and Affidavit
 - a. All subcontractors, material and equipment used on the project have been paid;
 - b. All workmen performing work under contract have been paid prevailing hourly wage rates;
 - c. All claims have been paid or settled;
 - d. Contractor warrants material and workmanship for a period of one (1) year;
2. Final change order reflecting actual quantities.

BID FORM

Bid of Otis Elevator Company

(hereinafter called the bidder), organized and existing under the laws of the State of

MO, and doing business as * Elevator Contractor

To: The City of Branson, Missouri (hereinafter called the Owner).

In compliance with your Advertisement for Bids, bidder hereby proposes to perform all work and provide all materials and equipment for Elevator Modernization, in strict accordance with the contract documents, within the time set forth, and at the prices stated herein.

Schedule A – Elevator Modernization					
	Item Description	Quantity	Unit	Unit Price	Subtotal
1	Labor, tools, equipment, materials, and supplies for the complete modernization of elevator	1	ea	\$142,750	\$142,750
Total Bid					\$142,750

Owner reserves the right to add or remove quantities or any schedules due to budget constraints and availability of funds. Award of bid shall be Total Bid which shall be considered the “base bid”.

By submission of this bid, bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid, with any other bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and fully complete the project no later than December 31, 2023.

Bidder further agrees to pay as liquidated damages, the sum of \$250 for each calendar day thereafter as provided in Section G10 of the General Conditions.

Bidder acknowledges receipt of the following addenda:

N/A

* Insert “a corporation”, “a partnership”, “a joint venture” or “an individual” as applicable.

Dated at 3pm this 1st day of August, 2023.

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____ Doing Business As
Signature and Title

Name of Firm

Business Address of Bidder: _____

Telephone No. _____

IF A PARTNERSHIP:

Name of Partnership

Member of Firm

Business Address of Bidder: _____

Telephone No. _____

IF A CORPORATION:

Otis Elevator Company
Name of Corporation

By Kyle George Modernization Sales Representative *See "Exhibit A" Attached
Signature & Title

ATTEST:

(CORPORATE SEAL)

Business Address of Bidder: 1100 W Cambridge Circle Dr.

Ste. 100

Kansas City, KS 66103

Telephone No. 913-209-5958

If Bidder is a Corporation, supply the following information:

State in which Incorporated: _____

Name and Address of its: President _____

Secretary _____

BID BOND

BIDDER (Name and Address):

Otis Elevator Company

1100 W Cambridge Circle Drive, Suite 100

Kansas City, KS 66103

SURETY (Name and Address of Principal Place of Business):

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

OWNER (Name and Address):

City of Branson, 110 W. Maddux, Branson, Missouri 65616

BID

BID DUE DATE: 1st Day of, August, 2023 at 3:00 p.m.

Project: Elevator Modernization

BOND

BOND NUMBER: N/A

DATE: (Not Later than Bid Due Date): August 1, 2023

PENAL SUM: Five Percent of Amount Bid (5% of amount bid)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized agent, officer or representative.

BIDDER

Otis Elevator Company

Bidder's Name and Corporate Seal

By:

[Signature]
Signature and Title Halina Kazmierczak, Attorney-in-Fact

Attest:

[Signature]
Signature and Title Sandra Blaz, Surety Analyst

SURETY

Liberty Mutual Insurance Company

Surety's Name and Corporate Seal

By:

[Signature]
Signature and Title Anne Peltier, Attorney-in-Fact
(Attach Power of Attorney)

Attest:

[Signature]
Signature and Title Beverly Woolford, Surety Analyst

- Note:
1. Above addresses are to be used for giving required notice.
 2. Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.
 3. Surety companies executing BONDS must be named in current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department, and be authorized to transact business in the State of Missouri.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assign to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

SPECIAL POWER OF ATTORNEY

OTIS WORLDWIDE CORPORATION, a Company organized and existing under the laws of the State of Delaware, on behalf of itself, its subsidiaries and affiliates, (collectively referred to as the "Company"), hereby makes, constitutes and appoints **AON RISK SERVICES NORTHEAST, INC.**, on behalf of certain of its employees as the Company's true and lawful attorneys-in-fact:

- Anne Potter
- Cynthia Farrell
- Halina Kazmierczak
- Barb Pannier
- Frances Rodriguez
- Jennifer L. Jakaitis
- Susan A. Welsh
- KeAna Conrad

with full power to execute, seal and deliver on behalf of the Company, surety bonds and documents ancillary thereto issued in the course of the Company's business, subject to the provisions of the Insurance Brokerage and Service Agreement effective December 1, 2019, among Aon Risk Services, Inc. of Connecticut, Aon Risk Services, Inc. of New York, currently known as **AON RISK SERVICES NORTHEAST, INC.** and **OTIS WORLDWIDE CORPORATION**, as amended or supplemented from time to time, and to bind the Company, thereby as if such writings had been duly executed and acknowledged by officers of the Company.

IN WITNESS WHEREOF, the Company has caused this Special Power of Attorney to be signed by its duly authorized representative this 27th day of November, 2019.

OTIS WORLDWIDE CORPORATION

By: 
Name: Christopher Witzky
Title: Vice President, Treasurer

UNITED STATES OF AMERICA)
STATE OF Connecticut)
COUNTY OF Hartford)

ss: TOWN OF FARMINGTON

On this 2 day of Dec 2019, before me, a Notary Public in and for said County and State, personally appeared Christopher Witzky who acknowledged himself to be the Vice President, Treasurer of **OTIS WORLDWIDE CORPORATION**, the Company named in the foregoing instrument, and that as such, being authorized so to do, executed the foregoing instrument for the same for the purposes therein contained by signing such document in his capacity as Vice President, Treasurer

 Mary Frances Donaherty
Notary Public, State of Connecticut
My Commission Expires July 31, 2023
, Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8209732- 015009

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the 'Companies'), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aklima Noorhassan, Anne Potter, Debra A. Deming, Frances Rodriguez, Francesca Kazmierczak, Jennifer L. Jakaitis, Kemal Brkanovic, Pablo Garcia Horcajo, Peter Healy, Sandra Diaz, Susan A. Welsh, Valorie Spates

all of the city of New York state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of April, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 4th day of April, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of August, 2023.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For board and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



LIBERTY MUTUAL INSURANCE COMPANY
 Financial Statement – December 31, 2022

Assets		Liabilities	
Cash and Bank Deposits	\$3,908,755,039	Unearned Premiums.....	\$10,133,358,204
*Bonds — U.S Government.....	3,451,999,931	Reserve for Claims and Claims Expense.....	27,953,643,316
*Other Bonds	18,862,255,155	Funds Held Under Reinsurance Treaties.....	368,610,620
*Stocks	19,372,953,698	Reserve for Dividends to Policyholders	1,379,296
Real Estate.....	190,092,373	Additional Statutory Reserve.....	197,278,000
Agents' Balances or Uncollected Premiums.....	7,929,876,358	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	166,740,412	Other Liabilities.....	9,206,000,954
Other Admitted Assets	15,968,062,977	Total	\$47,860,270,390
Total Admitted Assets	<u>\$69,850,735,943</u>	Special Surplus Funds	\$195,696,103
		Capital Stock	10,000,075
		Paid in Surplus	13,324,803,036
		Unassigned Surplus	8,459,966,339
		Surplus to Policyholders	21,990,465,553
		Total Liabilities and Surplus	<u>\$69,850,735,943</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

TAMIKOLAJEWSKI

Assistant Secretary

**ANTI-COLLUSION STATEMENT
STATE OF MISSOURI**

CITY OF _____

_____ being first duly sworn, deposes and says that he is

Title of Person Signing

of _____

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

SWORN to before me this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

GENERAL INFORMATION

Percent (%) of work done by

No. of permanent
Employees

Geographical limits of
operation

No. of years in business

If you have done business under a different name,
please give name and location

Has firm ever failed to complete project or defaulted on a contract? If so, state where and why.

Has firm ever been engaged in litigation over any contract? If so, explain:

List of completed projects within past four years, including cost of each:

4900 Main - 1.8M Jackie Older-Hefner - 816-499-8379
Burns & McDonnell - 3.5M Dave Grosdeck - 816-822-3377
Wyandotte County Courthouse - 935,000 Greg Wooton - 913-573-5336

List of projects currently under construction, including cost of each:

IHG Fert Leonard Wood - 885,000 Bill Armstrong - 770-364-3078
7101 Tower - 1.7M Laura Fields - 913-451-4466
Dairi Concepts - 365,000 Bill Pruynne - 417-430-2500

*****Note: List a contact person with address and telephone number for each project.**

SUBCONTRACTOR DISCLOSURE FORM

For

Project Name: Elevator Modernization

(This form shall be completed and submitted with the project bid)

IF NO SUBCONTRACTORS ARE TO BE USED, CHECK HERE. Sign and date See Acknowledgment Letter

Use additional forms for each Subcontractor

SUBCONTRACTOR: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

BID ITEMS TO BE SUBCONTRACTED

ITEM NO.	DESCRIPTION	QUANTITY	PRICE	AMOUNT

TOTAL _____

PRIME CONTRACTOR: _____

SIGNATURE: _____

DATE: _____

(Note: Subcontractor Qualifications may be required prior to Bid Award.

Subcontractor Approval _____ Date _____

OTIS

HydroAccel™



Otis HydroAccel™ Hydraulic Control System

8/1/2023

CUSTOMER NAME
City of Branson, MO
110 W Maddux St.
Branson, MO 65616

Otis Elevator Company
1100 W Cambridge Circle Dr.
Ste. 100
Kansas City, KS 66103

PROJECT LOCATION
Branson City Hall
110 W Maddux St.
Branson, MO 65616

PROPOSAL NUMBER
"EXHIBIT A"

We propose to furnish labor and material to provide a microprocessor based HydroAccel control system. It is a digital closed-loop microprocessor-based control system specifically designed to meet the particular needs of modernizing hydraulic elevators.

Section 1



UNITS

DUTY

The present capacity and speed of the elevators will be retained.

TRAVEL, STOPS & OPENINGS

The present travel, stops and openings of the elevators will be retained.

Section 2

OPERATION

NEW AUTOMATIC SELF-LEVELING

The elevator shall be provided with automatic self-leveling that shall typically bring the elevator car level with the floor landings + ¼" regardless of direction of travel. The automatic self-leveling shall correct for over travel or under travel and rope stretch.

NEW SPECIAL EMERGENCY SERVICE

Special Emergency Service operation shall be provided in compliance with the latest applicable revision of the ASME/ANSI A17.1 Code.

Special Emergency Service Phase I to return the elevator(s) non-stop to a designated floor shall be initiated by an elevator smoke detector system or a keyswitch provided in a lobby fixture.

The smoke detector system, if required, is to be furnished by others. The elevator contractor shall provide contacts on the elevator controller to receive signals from the smoke detector system.

A keyswitch in the car shall be provided for in-car control of each elevator when on Phase II of Special Emergency Service.

If an elevator is on independent service when the elevators are recalled on Phase I operation, a buzzer shall sound in the car and a jewel shall be illuminated, subject to applicable codes.

NEW INDEPENDENT SERVICE

When the Independent Service switch in the car operating panel is actuated; it shall cancel previously registered car calls, disconnect the elevator from the hall buttons, and allow operation from the car buttons only. Door operation shall occur only after actuation of the "DOOR CLOSE" button.

NEW INSPECTION OPERATION

For inspection purposes, an enabling keyswitch shall be provided in the car operating panel to permit operation of the elevator from on top of the car and to make car and hall buttons inoperative.

HOISTWAY ACCESS SWITCHES

An enabling keyswitch shall be provided in the car operating panel to render all car and hall buttons inoperative and to permit operation of the elevator by means of an access keyswitch adjacent to the hoistway entrance at the access landing.

OTIS ONE PLATFORM

Otis ONE is an internet of things (IoT) platform that enables advanced monitoring, big data analytics, and predictive maintenance to address potential issues before they occur, increasing elevator uptime and

reducing service disruptions. Activation of these features is subject to execution of a separate Otis ONE license and subscription agreement and additional annual subscription fee of \$720 which is not included in this Contract. Further, the Otis One hardware / equipment shall remain the property of Otis.

Otis ONE Pro Subscription Features

- IoT connection with continuous elevator data collection
- Monitoring by mechanics and OTISLINE
- Automated performance diagnostics and data analytics
- Over-the-air IoT software updates
- Otis Customer Portal access
- Real-time elevator status
- Performance & usage dashboards
- Service activity detail
- Predictive maintenance with remote dispatch
- Real-time alerts
- No "running on arrival" (ROA) fees at Otis' discretion
- Customized health reports
- Voice, video and text-based communication services that meet IBC 3001.2-2018 and ASME A17.1-2019 codes regarding communication systems for the hearing and speech impaired
- When required by code an emergency personnel station will be included to allow emergency personnel to communicate with trapped passengers

Section 3



MACHINE ROOM EQUIPMENT

POWER SUPPLY

The power supply will be retained with the new equipment arranged for this power supply.

NEW CONTROLLER

A microprocessor based HydroAccel control system shall be provided to perform all the functions of safe elevator motion and elevator door control. This shall include all the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform group operational control.

NEW SOFT STARTER

A new solid-state starter will be provided. It will be of the same power requirement and starting configuration as presently exists.

NEW PUMP MOTOR

The existing motor will be replaced with a motor that is of the same power characteristics and starting configuration as presently exists.

POWER UNIT

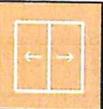
NEW SUBMERSIBLE

The existing power unit will be replaced with a new power unit. The new power unit consists of a positive displacement pump, motor, integral 4-coil control valve, oil tank and muffler. The pump and motor are submerged and are mounted to the tank with rubber isolators to reduce vibration and noise.

NEW VALVE

A new integral 4-coil control valve will be installed to replace the existing valve. The valve consists of up, up leveling, down and down leveling controls along with manual lowering and a pressure relief valve.

Section 4



DOOR EQUIPMENT

NEW CLOSED LOOP DOOR OPERATOR

Install a new closed loop door operator. Car and hoist way doors shall be power operated by means of a closed loop door operator mounted on top of the car designed to give consistent door performance with changes in temperature, wind or minor obstruction in the door track. The system continually monitors door speed and position and adjusts it accordingly to match the pre-determined profile.

NEW DOOR-PROTECTION DEVICE

Install a new solid state, infrared passenger protection device on the car door. Elevator doors shall be provided with a reopening device that will stop and reopen the car door(s) and hoistway door(s) automatically should the door(s) become obstructed by an object or person.

NEW INTERLOCKS

New interlocks will be installed. The interlocks shall prevent operation of the elevator unless all doors for that elevator are closed and shall maintain the doors in their closed position while the elevator is away from the landing.

RETAIN CAR DOOR TRACKS AND HANGERS

The present car door tracks and hangers shall be retained and inspected for proper alignment. Any adjustment required will be accomplished.

RETAIN HOISTWAY ENTRANCES

The present hoistway entrances will be retained.

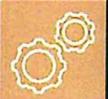
RETAIN HOISTWAY DOOR TRACKS AND HANGERS

The present hoistway door tracks and hangers shall be retained.

NEW HOISTWAY DOOR RESTRICTORS

Folding hoistway door restrictors shall be installed.

Section 5



HOISTWAY EQUIPMENT

NEW HOISTWAY OPERATING DEVICES

Terminal stopping devices shall be provided to slow or automatically stop the car at the terminal landings and to automatically cut off the power and apply the brake, should the car travel beyond the terminal landings.

RETAIN CAR GUIDES

The existing car guides shall be retained.

NEW CAR INTERIOR

A new elevator car interior shall be provided. An allowance of \$20,000 per car will be added to the base price. The allowance shall be distributed 60% toward material and 40% toward labor.

RETAIN FLOORING

The present flooring will be retained.

NEW PIT SWITCH

An emergency stop switch shall be located in the pit accessible from the pit access door.

RETAIN SPRING BUFFERS

The existing spring buffers shall be retained.

NEW ACCESS ALERT HOISTWAY SAFETY DEVICE

We will furnish and install all the necessary components, circuitry and wiring for a new Access Alert system, which will operate on the elevator car top and pit.

Access Alert will be installed so the elevator can be controlled in a safe manner when an authorized person accesses the elevator hoistway. The Access Alert system meets all applicable safety codes.

This groundbreaking new product, Access Alert, is specifically designed to:

- Prevent work on top of the elevator without the top of car inspection station engaged properly.
- Prevents moving the elevator on inspection while personnel are in a potentially unsafe position.

- Prevent working in the elevator pit, while the pit stop switch is not engaged properly.

Meet applicable building and elevator codes.

Similar to the seatbelt alarm in your car, Access Alert provides a constant, noticeable reminder to anyone accessing the hoistway that they need to engage the stop switch before starting work. We believe the simplicity, ease of installation, and cost-effectiveness of this product will be an important way for you to invest in improving safety inside your facility.

Section 6



CAR FIXTURES

NEW INTEGRAL CAR OPERATING PANEL

An integral car operating panel shall be furnished. The panel shall contain a bank of mechanical illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button, door open and door close buttons and a light switch. All buttons, when applicable, to be long life LED illumination. This panel shall be equipped with a button that shall initiate two-way communication between the car and a location inside the building, switching over to another location if call is unanswered.

NEW EMERGENCY CAR LIGHTING

An emergency power unit employing a 6-volt sealed rechargeable battery and totally static circuit shall be provided. The power unit shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the latest applicable revision of the ASME/ANSI A17.1 Code.

NEW CAR POSITION INDICATOR

A car position indicator shall be installed. The position of the car in the hoistway shall be shown by illumination of the indication corresponding to the landing at which the car is stopped or passing.

NEW AUDIBLE SIGNAL (INDICATES PASSING OR STOPPING AT A LANDING)

An audible signal shall sound in the car to tell passengers that the car is either stopping or passing a landing served by the elevator.

Section 7



HALL FIXTURES

NEW HALL BUTTONS

New hall buttons shall be installed at each landing. An up button and a down button at each intermediate landing and a single button at each terminal landing shall be installed. All buttons, when applicable, shall be long-life LED illumination

NEW HALL LANTERNS

Direction lanterns shall be provided at all hoistway entrances, with "UP" and "DOWN" indicators at intermediate landings and single indicators at terminal landings. A chime shall sound once for the "UP" direction and twice for the "DOWN" direction to announce the impending arrival of the associated elevator car.

NEW COMBINATION HALL LANTERN/POSITION INDICATOR

Combination hall lantern/position indicators shall be installed at the main egress landing.

Section 8



WORK BY OTHERS – NOT IN CONTRACT

The following items must be performed by others and you agree to provide this work in accordance with the applicable codes and enforcing authorities:

WORK BY OTHERS SCHEDULING

All "Work by Others" must either be completed prior to our manning the job or be properly scheduled as to not obstruct the progress of the project.

AIR CONDITIONING

Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 60°F and 100°F. The relative humidity should not exceed 95 percent non-condensing.

BUILDING POWER

Provide electrical power for light, tools, hoists, etc. during installation as well as electric current for starting, testing, and adjusting the elevator. Power of permanent characteristics to be provided to properly operate all the elevators concurrently scheduled to be modernized. Power must be a 3-phase 4 wire system with ground and bonded disconnects. Grounded leg delta systems are not acceptable.

SMOKE AND HEAT SYSTEM

Provide elevator lobby, machine room and hoistway smoke detecting devices located as required and wired from the fire control center to a controller in the machine room. Hoistway devices are required to be made accessible from outside the elevator hoistway. Coordinate signal connections and necessary testing with the Elevator Contractor. Provide the following zones and locate signal circuits in a properly labeled junction box in the machine room:

Main Floor Recall: Provide one set of normally closed contacts that will open when any smoke sensor related to the elevators at the designated main landing senses smoke. This excludes other devices located in the machine room, hoistway or main egress floor.

Alternate Floor Recall: Provide one set of normally closed contacts that will open when the smoke sensor at the main egress floor senses smoke.

Machine Room/Hoistway Recall: Provide one set of normally closed contacts that will open when any smoke sensor located in the machine room or hoistway/pit senses smoke.

SPRINKLERS

Provide code compliant sprinkler system, as required, in the hoistway, pit and machine room. If sprinklers are being installed or altered in the hoistway(s), pit or the machine rooms, a means must be provided to disconnect three-phase power before water is applied. This is usually accomplished with a shunt trip breaker that must be located outside the elevator machine room. The shunt trip breaker may be activated by heat detectors located within 24" of the sprinkler heads and arranged to trip at a lower temperature than the sprinkler heads. A heat detector is not required in the pit if the sprinkler head is within 24" of the pit floor. Heat and smoke devices in elevator hoistways must be installed with UL rated and lockable panels that are accessible for servicing from outside the hoistway. The panel interiors are to be guarded using a minimum 13 gauge metal with a pattern of maximum 3/4 inch holes.

CUTTING AND PATCHING

Do any cutting, (including cutouts to accommodate hall signal fixtures, entrances and/or machine room access) patching and painting of walls, floors or partitions.

MAIN DISCONNECT

Provide a fused lockable disconnect switch or circuit breaker for each elevator per the National Electrical Code with feeder or branch wiring to the transformer. Size to suit elevator contractor. Provide a SHUNT TRIP disconnect, as required, if sprinklers are being provided. Provide suitable connections from the main disconnect to the elevator control equipment.

Electrical Feeder system to limit available short circuit to not more than 10k amps at the load side of the elevator main line disconnect.

GROUND WIRE

Provide a properly sized ground wire from the elevator controller(s) to the primary building ground.

EMERGENCY COMMUNICATIONS – Phone Only

Provide a continuously monitored phone line terminating at Otis controller.

EMERGENCY COMMUNICATIONS (Voice / Video / Text)

Provide a dedicated 125 volt, 15 ampere single-phase power supply with a fused SPST disconnect switch or circuit breaker, per group of elevators in the same location as the 3-phase elevator disconnect. This disconnect or breaker shall be capable of being locked in the open position per National Electrical Code or Canadian Electrical Code, as applicable. If Emergency (standby) power system is supplied this disconnect must be arranged to be feed from the same emergency (standby) power transfer switch as

the elevator group. Provide a dedicated RJ45 internet network connection in each control room, minimum download speed 5Mbps per elevator, minimum upload speed 1Mbps per elevator.

EMERGENCY COMMUNICATIONS – Intercom

Provide a 120VAC 15A single phase power supply with fused disconnect switch (or circuit breaker) with GFCI outlet in machine room located as required for communications system.

ELEVATOR MANAGEMENT SYSTEM (EMS)

Provide a 120VAC 15A single phase power supply with two duplex GFCI outlet and fused disconnect switch (or circuit breaker) located in areas containing EMS equipment (typically machine room, fire command center, and/or building security station). Where Web based EMS supplied, provide CAT-5 cable from elevator machine room to EMS terminal locations.

TEMPORARY CROSS DISPATCHING (CDT)

For each group provide a 120VAC 15A single phase power supply with fused disconnect switch (or circuit breaker) with GFCI outlet located in elevator machine room.

COMPASS

For each group provide a 120 volt AC, 15 amp, single-phase power with GFCI outlet in the machine room with fused disconnect switch (or circuit breaker) capable of being locked in the open (off) position.

GFCI OUTLETS

Provide 120volt GFCI type convenience outlets in the machine room and in each pit. . Provide additional non-GFCI outlet in each pit for use by sump pump. Pits subject to sprinklers shall have NEMA 4 rated fixtures if located below 48" above pit floor

CAR LIGHT POWER SUPPLY AND DISCONNECT

For each car provide a 120 volt AC, 15 amp, single-phase power supply with fused disconnect switch (or circuit breaker) capable of being locked in the open (off) position with feeder wiring to each controller located in the machine room.

VIDEO DISPLAY POWER SUPPLY AND DISCONNECT

For each car provide a 120 volt AC, 15 amp, single-phase power supply with fused disconnect switch (or circuit breaker) capable of being locked in the open (off) position and with GFCI outlet located in the machine room.

REMOTE PANELS

Provide required conduit, with adequate pull boxes and ells from the elevator hoistway(s) to the location or locations required to facilitate the installation of Lobby Panels, Fire Control Room Panels or Elevator Monitoring Systems. Size and number as specified by Otis. Leave a measured pull tape in the conduit. Otis to furnish and pull required conductors.

EMERGENCY (STANDBY) POWER

If emergency power is available, verify and provide the following:

- a. Power that meets the load characteristic requirements of the new control system. Power that is capable of operating and providing sufficient power to non-linear elevator loads and that is capable of absorbing regenerated power resulting from running elevators with overhauling loads.

- b. Two conductors to the machine room from a normally closed auxiliary contact on the Owner's EP transfer switch. Contacts to open when power transfers to the emergency source.
- c. Two additional conductors to the machine room from an adjustable timed relay on the Owner's EP transfer switch to indicate "request to transfer" from standby to normal power.
- d. Power for 115VAC circuits that supply elevator cab lights, cab fan, communication means, EMS, Lobby Panels and Compass dispatching systems (if applicable).
- e. Power for machine room lighting, ventilation and cooling means.

ROOF LIGHTING

Lighting is required to illuminate machine room access paths on the roof.

LIGHTING

Provide sufficient lighting in the buildings common areas to facilitate a safe working environment. Provide new or modify machine room lighting to provide a minimum of 19 ft. candles of illumination and new pit lighting to provide a minimum of 10ft. candles of illumination. The machine room light switch shall be located within 18" of the lock-set side of the entry door. Pit light switches shall be adjacent to the pit ladder and a minimum of 24" above the threshold level. Lighting must have code compliant guards of either grounded metal, plastic or comparable. Pits subject to sprinklers shall have NEMA 4 rated fixtures.

PROJECT BEING "DRIED-IN"

Work, as required, to keep the elevator lobbies, hoistway, machine room and storage area "dried-in" for the entire length of the project.

MACHINE ROOM ACCESS

Provide a self-locking and self-closing door for the elevator machine room. Access door to be adequately sized to accept our equipment. Modify machine room access, as required, to comply with code and facilitate safe egress of all equipment.

FIRE EXTINGUISHER

Provide fire extinguisher in elevator machine room.

NON-ELEVATOR MATERIAL IN HOISTWAY

Remove or encapsulate, as required, any non-elevator related pipes or wiring located in the elevator machine room or hoistway.

HOISTWAY VENTILATION

Provide code compliant hoistway ventilation. Code requires a means to prevent the accumulation of hot air and gasses at the top of the hoistway. Pressurizing the hoistways, or providing vents from the top of the hoistway to the outside of the building usually accomplishes this. Vents shall not be less than 3 1/2% of the area of the hoistway nor less than 3 sq. ft. for each elevator car, whichever is greater. You may not vent the hoistway to the machine room. If the hoistway vents must run through the machine room, they must be enclosed in a fire rated structure and not violate clearances around our equipment.

HOISTWAY LEDGES

Provide a 75° angle constructed of a non-combustible material on all ledges that are 2" greater in the hoistway, excluding multi-hatch divider beams.

SUMP HOLE GRATING

Provide a flush grating over the sump hole located in the elevator pit.

STORAGE

Provide dry, protected and secure storage space adjacent to the hoistway(s). Otis shall be compensated for material delivered that is stolen or removed from the jobsite.

DISPOSAL

The disposal of removed elevator components; machines, controllers, ropes, hydraulic fluid, oils, buffers and packing materials from the new equipment and any and all related materials shall be the sole responsibility of the Customer or owner. If a dumpster is provided on site, we will deposit waste materials in the dumpster or at an agreed upon on-site location for removal by the Customer or owner.

PIT LADDERS

Provide a pit ladder, as required, in each pit that does not have walk-in access doors. Ladder shall extend 48" above first landing access door.

OPERATING ELEVATORS FOR OTHER TRADES

If we are required to operate an elevator to facilitate the work of other trades (e.g., sprinklers, smoke sensors, ledges, etc.) then we shall be compensated for this lost time and the project schedule shall also be modified.

ADDITIONAL STOPS/OPENINGS

Extend the existing hoistways and add additional landing(s) and new machine room. Hoistway and machine room shall be constructed in accordance with applicable building codes and ANSI A17.1.

- Ledges over 2" wide shall have a 75° bevel on top. (Except separator beams) Hoistway shall be fire rated and may require patching of holes. No other pipes or electrical conduit not associated with the elevator equipment are allowed in the hoistway. Power feeders may not run up the hoistway, except by special permission of the governing authority, and shall not contain splices or junction boxes in the hoistway.
- Provide crane to bring new material and removal of the machine room equipment to new machine room.
- Provide temporary roof as required to provide continuously dry hoistways and machine rooms.
- Perform all demolition of old machine room slab and structure. Protect existing elevator cars and equipment from demolition damage, dust and debris.
- Supply new machine beams and beam supports per reactions supplied by Otis.
- Provide new machine room slab to suit reactions. Remove any construction forms, scaffold or decking from hoistway not placed by Otis. Cut and patch hoistways as required to provide a legal hoistway.
- Provide, maintain and remove any temporary barricades per OSHA or local authority requirements and furnish barricades to protect the public from access to construction areas.

- Supply and install adequate support for guide rail fastening, including separator beams where required.
- Provide adequate fastening for hoistway entrances and sills.
- Provide finished floor elevation reference height at time of installation of new entrance sills.
- Provide legal access to new machine room (and temporary access per OSHA requirements during construction).
- Grout or finish blocking of new entrances to provide a fire rated enclosure.
- Provide hoist beams over each elevator hoistway in machine room rated to hoist elevator machines.
- Finish painting of new hoistway entrances shall be by others, if prime entrances are selected.

EMERGENCY RETURN UNIT (ERU)

If an ERU battery-operated lowering device is being provided with your hydraulic elevator modernization than others are to provide an auxiliary contact in either the existing lockable disconnect (if currently code compliant) or in a new code compliant lockable disconnect.

ASBESTOS

Should any asbestos be found to be present in the building which is related to any of our work, it shall be the responsibility of others to monitor, abate, contain or prepare the workplace as safe for our employees to work within or about. Otis will not be responsible for working with asbestos which may be disturbed or uncontained. Otis will not be responsible for any costs associated with delay of the job should asbestos be detected or require addressing by others for us to proceed. This includes but is not limited to re-mobilization charges which may be applied.

HAZARDOUS MATERIALS

You agree to notify Otis if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis' personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous material from the building, you agree to be responsible for such abatement, encapsulation or removal, and any governmental reporting, and in such event Otis shall be entitled to (i) delay its work until it is determined to Otis' satisfaction that no hazard exists and (ii) compensation for delays encountered.

MATERIAL RESPONSIBILITY

Otis maintains no responsibility for material delivered to the jobsite. The Customer is financially responsible for all cost to replace any damaged, stolen or missing material or equipment. Otis will not be responsible for deductibles on "Builder's Risk" insurance policies. Otis will provide a change order, police report and affidavits as needed to substantiate the claim. Otis will not procure replacement equipment until a signed change order is received.

LOCKOUT TAG OUT

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at

www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

CONFINED SPACES

The machine room, hoistway, pit and mezzanine ("Elevator Spaces") may be considered Permit- Required Confined Spaces as defined by the Occupational Safety and Health Organization ("OSHA"), 29 C.F.R. § 1910.146(b) and § 1926 Subpart AA. Otis has a documented process to control or eliminate hazards and classify such Elevator Spaces as non-permit required confined spaces. In the event that the Customer, others, or unique site conditions or hazards (such as chemical manufacturing sites) require Otis to handle such Elevator Spaces as Permit-Required Confined Spaces, the Customer or owner will be responsible for supplying, at its expense, all resources, including monitoring, permitting, attendants and rescue planning associated with handling such Elevator Spaces as Permit-Required Confined Spaces. The Customer or owner is required to inform Otis of all known or potential hazards related to Elevator Spaces that Otis may be required to access prior to Otis performing any work in such spaces. Further, the Customer or owner is required to communicate any changes in the conditions associated with such Elevator Spaces or activities in or around such spaces that could introduce a hazard into such spaces.

Section 10



GENERAL REQUIREMENTS

EXAMINATION OF EQUIPMENT

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this Contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

RE-MOBILIZATION

You agree to pursue and schedule the work by other trades in a timely manner so as to not interrupt our work. Should our crew(s) have to suspend work on the job to await the conclusion of work by others not party to this contract, we shall be entitled to a re-mobilization charge of **three thousand five hundred (\$3,500) dollars**. We shall also extend the stated durations to the extent that we are delayed.

INSURANCE

OTIS

Otis agrees to maintain General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, Worker's Compensation in statutory limits. Employer's Liability in the amount of \$1,000,000 for Each Accident, Each Employee – Disease. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance.

CUSTOMER

You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

PRE-EXISTING CONDITIONS HYDRAULIC

We have not included for any additional costs associated with identifying or correcting car weights previously increased or decreased more than the ASME code allowance of 5% of original design.

PAYMENT AND SCHEDULE OF VALUES

You agree to be bound and pay in accordance with the supplied schedule of values. We shall be paid for our material delivery invoice prior to starting installation work. We shall be paid in full for all change orders and the base Contract amount (**no less than 95%**) prior to scheduling an inspection and/or turnover of the elevators to you for use. Otis reserves the right at its absolute discretion to discontinue work or not turn over elevators unless payments are current.

- Our quoted price is based on the "Initial Payment" equaling **fifty percent (50%)** of Contract award. This amount PLUS a fully executed subcontract must be received prior to releasing equipment for manufacturing or scheduling any other work. Refer to the "Schedule of Values" below.
- Otis will mobilize after the "Material Delivery Payment" is received. See "Schedule of Values" below.
- If Otis is directed by you to furnish any labor, service, or material that is outside of the mutually agreed upon scope of work of this Contract ("Out of Scope Work"), Otis may agree to perform such Out of Scope Work (1) subject to receipt of a written notice to proceed prior to commencement of any such Out of Scope Work; and (2) contingent upon receipt of a mutually agreed upon and executed change order within thirty (30) calendar days of such written notice to proceed. If the parties are unable to agree to terms that lead to the issuance of a mutually agreed upon and executed change order within such thirty (30) day period, Otis may suspend the Out of Scope Work. Notwithstanding any other provision, language, term or condition to the contrary, Otis shall not be liable for any project delays and/or damages, including but not limited to liquidated damages, associated with a delay in the issuance of a mutually agreed upon and executed change order.

SUBSTANTIAL COMPLETION/"LABOR PROGRESS PAYMENTS"

- This payment is due upon substantial completion of each modernized elevator. The "Labor Progress Payment" amount shown on the SOV is divided by the total number of elevators

being modernized as a part of this Contract. Substantial completion is defined as a functional elevator that is acceptable by the authority having jurisdiction as useable for temporary or general use. Any agreed upon punch-list items will be corrected within a mutually agreeable timeframe. This payment, however, is still due upon substantial completion of each elevator.

- Final retention payment shall be due within thirty (30) days after acceptance of each elevator installation. Otherwise, warranties shall be suspended or terminated at Otis' absolute discretion.
- All change orders must be executed and paid prior to scheduling a final inspection and turnover of each elevator to customer.
- Otis will not agree to any language referencing or implying "pay when paid." This Contract is between Otis Elevator and referenced entity. The attached payment schedule ("Schedule of Values") is not contingent upon said entity's ability to be paid by others or any other factor or event not described above.
- Otis does not accept credit cards as a form of payment.

SCHEDULE OF VALUES:

SCHEDULE OF VALUES		
Base Contract Amount: \$142,750		
DUE DATE	DESCRIPTION	VALUE
Due within 30 days from date of invoice or prior to release of factory orders, whichever occurs first.	Engineering/Drawings/Mobilization 50% "Initial Payment"	\$71,375
Due within 30 days from date of invoice or prior to installation, whichever occurs first. Installation will not commence until this material payment is made.	Materials for project 25% "Material Delivery Payment"	\$35,688
Due within 30 Days from substantial completion of each elevator	Installation labor 25% "Labor Progress Payments"	\$35,687

Otis may add a surcharge to the Purchase Price to compensate for changes to import tariffs implemented **after the date hereof** by the United States government. The surcharge will be in an amount as determined by Otis that either approximates the increase in cost to the actual products imported hereunder due to such tariff increases, or in an amount that allocates the overall increases in import tariffs across Otis' United States business to this project in proportion to the amount of imported materials allocated to this project.

LEAD TIME AND DURATION

We anticipate approximately 12 weeks manufacturing time from receipt of approvals and down payment.

Thereafter, we expect the modernization to take approximately 5 weeks per car
All work will be performed during our regular working hours of our regular working days.

SCHEDULE

Our proposal is based on a delivery date of December 1st, 2023. If the delivery date is delayed 90 calendar days or greater, customer agrees to pay applicable factory material price increases. A fully executed change order and full payment of the price increase, in addition to full payment of the required down payment by Customer is required prior to the factory material being ordered and released. Additionally, if your project schedule changes and extends installation or completion of labor into a future year or year(s), Customer agrees to pay applicable labor escalation price increases. A fully executed change order regarding the labor escalation price increase must be executed prior to mobilization and the start of any work.

Due to current market conditions the availability of elevator installation labor is limited. If this proposal is not accepted within 30 days, prior to acceptance of any award Otis reserves the unilateral right to decline the award based on a review of the project schedule and our labor availability/commitments.

CODE CLARIFICATIONS

ASME A17.1/CSA B44 (2019)

ASME A17.1 / CSA B44 (2019): Otis' proposal meets the requirements included in the ASME A17.1 / CSA B44 2019 code, including an emergency communication system that conforms to, Requirement 2.27.1.1 for two-way voice, video & text emergency communication.

Work By Others

Customer or owner will provide a dedicated RJ45 internet network connection to each elevator controller. Additional internet network details and requirements will be provided by Otis later.

The extent of the work to be performed is either described above or in the attached specification which is incorporated into and made a part of this document.

PRICE \$ 142,750.00

One Hundred Forty-Two Thousand Seven Hundred Fifty Dollars

This price is based on a **fifty percent (50%)** downpayment in the amount of \$71,9375.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract, and us when accepted by you and our authorized representative through execution of this proposal; or by your authorizing us to perform work for the project and our commencing such work. The purchase price in this proposal is subject to increase in the event commodity, fuel, and/or shipping transportation costs increase. This quotation is valid for thirty (30) days from the date of submission unless changed by us prior to a fully executed contract.

TERMS AND CONDITIONS

This Contract constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Contract shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Contract, nor shall it constitute an acceptance of any additional terms.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

This quotation is subject to change or withdrawal by us prior to written acceptance.

We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our opinion, repair or replacement, provided all payments due under the terms of this Contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property. This warranty excludes any damage due to ordinary wear and tear and any damage due to any reason beyond our reasonable control including but not limited to vandalism, abuse, misuse, neglect, modifications not performed by us, or improper or insufficient maintenance by others. THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT ARE THE EXCLUSIVE WARRANTIES GIVEN: WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

You shall obtain title to the equipment furnished hereunder when final payment for such equipment is received by us. In addition, you shall be granted a license to use software incorporated into such equipment solely for operating such equipment and in accordance with the terms regarding licensing further below. Further, Customer shall not have the right to take title or possession of any of Otis' tools or machinery used by Otis in providing its services or work.

Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

Payments shall be made pursuant to the payment schedule above and on the following terms: If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less the agreed upon retainage and the aggregate of previous payments. We shall be paid in full for all change orders and no less than the percentage base contract amount stated above prior to scheduling an inspection and/or turnover of the elevators to you for use. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

Any material removed by us in the performance of the work shall become our property.

Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the Contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates. We disclaim any responsibility for claims or damages associated with elevator service interruptions caused by or resulting from work performed by you or others retained by you to perform work.

We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Contract may be used by us as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this Contract and assume no responsibility for any part of your equipment except that upon which work has been done under this Contract.

We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.

We shall conduct, at our own expense, the defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages or losses of any kind including, but not limited to, loss of revenues, loss of profits, loss of rents, loss of good will, loss to business opportunity, or harm to business reputation, in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. We will use commercially reasonable efforts to complete the work set forth herein with minimal disruption to elevator service for you and your tenants (as applicable). Notwithstanding the foregoing, the parties acknowledge that delays and disruptions in service are a normal result of the type of work described herein, and notwithstanding any other representations, warranties or indemnity obligations hereunder, we will have no liability for any direct or indirect damages resulting from interruptions in elevator service during the performance of our obligations. Neither party's liability to the other for any reason arising from this Contract shall exceed the value of the Contract.

Otis shall not be liable for any loss, damage, or delay nor be found to be in default or breach due to any cause beyond its reasonable control including, but not limited to acts of God or nature: fire; explosion; theft; floods; water; weather; traffic conditions; epidemic, pandemic, quarantine or other local, state, or federal government action in response thereto; sabotage; national emergency; act of terrorism; earthquake; riot; civil commotion; war; vandalism; national or local labor strikes, lockouts, other labor disputes; misuse, abuse, neglect, mischief, or work by others (collectively "Causes Beyond Otis' Reasonable Control"). Otis shall be allowed a reasonable amount of additional time for the performance of the Work due to Causes Beyond Otis' Reasonable Control. Otis' ability to maintain scheduled job progress is further conditioned upon the timely furnishing to Otis by Customer of completed and code compliant hoistway(s) (wellway) and machine rooms, necessary approvals and power of proper characteristics for Otis' uninterrupted use.

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis transfers information subject to the corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis and its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected.

By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

This Contract constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Contract shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Contract, nor shall it constitute an acceptance of any additional terms.

Notice of Award

Date

Contractor Name and address

Project Description: Perform all work and provide materials and equipment for elevator modernization at City Hall.

The City of Branson has considered the Bid submitted by you for the above described work in response to its request for bids dated _____.

You are hereby notified that your Bid has been accepted for items in the amount of:

In accordance with the General Contractual Requirements and the Special Instructions to Bidders, you are required to execute the Contract, and obtain Certificates of Insurance, obtain and maintain an Occupational License (Application for Occupational License included) with the City of Branson, Missouri, execute the Work Authorization Certification Form, W-9 Form and furnish the required contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the owners acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.
Dated this ___ day of _____, 20__.

CITY OF BRANSON, OWNER

By: _____

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by _____
_____ this the ___ day of _____, 20__.

By: _____

Title: _____

CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20 ____, by and between Otis Elevator Company _____, hereinafter called "Contractor", and the City of Branson, Missouri, a municipal corporation, hereinafter called "City".

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies for the following: Elevator Modernization at City Hall as outlined in plan specification documents.

The parties to this contract agree to the following:

1. **Manner and Time for Completion.** The Contractor agrees to furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform work, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws no later than December 31, 2023 as stated in the Notice to Proceed, which order shall be issued by the Director of Public Works/Engineering within 30 days after the date of this contract. Contractor shall not proceed with the work unless and until this contract has been signed by all parties, and a Notice to Proceed has been issued by the City.

2. **Prevailing Wages.** It is agreed that all labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri.

3. **Missouri Immigration Law Affidavit.** Contractor acknowledges that Section 285.530 RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work as part of this construction contract, and that its employees are lawfully eligible to work in the United States.

4. **Anti-Discrimination Act Against Israel.** Contractor agrees to provide a certification if requested by the City of Branson, in accordance with Sec. 34.600 RSMo that they have not engaged in a boycott of: Goods or services from the State of Israel; Companies doing business in, or with, Israel; Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or Persons or entities doing business in the State of Israel.

5. Required Safety Training.

E. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site as part of this contract for City improvements. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.

F. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work as part of this contract for City improvements commences.

G. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without

documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days or will be subject to removal from the project.

H. Contractor shall require all of its subcontractors to comply with the requirements of this paragraph and Section 292.675, RSMo.

6. Notice of Penalties for Failure to Provide Safety Training.

E. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty Two Thousand Five Hundred and no/100 Dollars (\$2,500.00), plus One Hundred and no/100 Dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Paragraph 5 of this contract. This penalty shall not begin to accrue until the time periods described in Paragraph 5 above have lapsed.

F. Violations and imposition of the penalty described in Paragraphs 5 & 6 shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

7. Insurance: Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this contract and until the work is completed and accepted by City, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The forms and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company prior to modification, cancellation or nonrenewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested to the City Clerk Compliance Officer at 110 W. Maddux, Branson, MO 65616

A. Worker's Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million and no/100 Dollars (\$1,000,000.00), including occupational disease provisions for all employees of the contractor and sub-contractor.

B. Commercial General Liability Insurance: Including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. The policy shall meet the scope or extent of the city's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo (Supp 1995). The City of Branson **must** be named as additional insured. Blasting operations shall not be performed unless and until the Contractor has obtained and furnished to the Engineer a certificate of blasting coverage properly executed by a qualified agent or representative of the insurance company. In case the insurance company has no local agent, a telegraphic certificate may be accepted.

C. Automobile Liability Insurance with a company authorized to do business in the State of Missouri covering bodily injury and property damage for owned, non-owned and hired vehicles, with respect to injuries and/or death of anyone person in a single accident or occurrence. The policy shall meet the scope or extent of the city's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo (Supp 1995). The City of Branson **must** be named as additional insured. The policy must also specify that

the Contractor or his employees and/or the subcontractor's employees operating their own vehicles for business reasons applicable to the performance of their work whether or not involved in operations pertaining to the performance of the contract for the City, will be protected by a non-ownership and hired automobile liability policy with limits as described above for automobile liability and property damage.

D. All of the above coverage described pertaining to Worker's Compensation, Public Liability, Automobile Liability and Non-Ownership and Hired Car Liability requiring certificates of insurance to the City must specifically provide that "no changes of coverage will be made in the contract nor will any coverage be cancelled or altered without a thirty (30) day notice of cancellation or alteration being mailed to the City Clerk Compliance Officer, City of Branson, Missouri by registered mail."

E. Scope of Insurance and Special Hazard. The insurance required under Subparagraphs B and C hereof shall provide adequate protection for the Contractor against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, and also against any special hazards which may be encountered in the performance of this Contract.

NOTE: Subparagraph F is construed to require the procurement of Contractor's protective insurance (or contingent public liability and contingent property damage policies) by a general contractor whose subcontract has employees working on the project, unless the general public liability and property damage policy (or rider attached thereto) of the general contractor provides adequate protection against claims arising from operations by anyone directly or indirectly employed by Contractor.

F. The Contractor shall furnish the City, prior to approval of the contract, the policy as specified in this section and satisfactory proof of carriage of all the insurance required by this contract. NOTE: It is the sole responsibility of the Contractor to furnish current insurance certificates if expiration dates do not coincide with the beginning and ending dates of this contract. Current insurance certificates are also required for any additional renewal periods covered by this contract. Any failure to maintain insurance coverage shall not relieve any contractual responsibility or obligation or liability under the contract documents. Renewal certificates for this contract must be faxed to the City of Branson Clerk Compliance Officer, 110 W. Maddux, Branson, MO 65616.

G. The Contractor agrees to defend, indemnify, and save the City harmless from and against all claims, suits and actions of every description, brought against the City and from all damage and costs by reason or on account of any injuries or damages received or sustained by any person or persons, or their property, by Contractor, its servants, agents or subcontractors in the construction of said work, or by any negligence or carelessness in the performance of same, or on account of any act or omission of Contractor, its servants, agents, or subcontractors, arising out of the award of this contract to Contractor.

H. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo. (Supp 1995) is broadened or increased during the term of this contract by legislative or judicial action, the City may require Contractor, upon ten (10) days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. The sovereign immunity limits for Missouri public entities is calculated by the Missouri Department of Insurance as of January 1st each calendar year and published annually in the Missouri Register pursuant to Section 537.610 RSMo. (see <http://www.insurance.mo.gov/industry/sovimunity.htm>). Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

I. Unless otherwise specifically indicated in the contract documents, no deductibles will be permitted with respect to any of the above-described policies.

8. Liquidated Damages. The City will deduct \$250 from any amount otherwise due under this contract for every day Contractor fails or refuses to prosecute the work, or any separable part thereof, with such diligence as will ensure the completion by the time above specified, or any extension thereof, or fails to complete the work by such time, providing that the City does not terminate the right of Contractor to proceed. The Contractor agrees that such stipulated damages are a reasonable measure of the City's damages for delay and are not intended as a penalty, and Contractor agrees to be stopped from asserting any argument or position to the contrary. The City is authorized to deduct such liquidated damages from any amount otherwise due under this contract.

9. Contract Price. City shall pay Contractor for completion of the work in accordance with the Contract Documents an amount in current funds equal to:

One Hundred Forty Two Thousand Seven Hundred Fifty and no/100 Dollars (\$142,750.00)

10. Performance, Labor and Materials Payment Bond. The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City. Each bond shall be in the total amount of the contract conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if, at any time after the execution of this contract and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

11. Payment Procedures. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by the Director of Public Works/Engineering as provided in the General Conditions.

A. Progress Payments/Retainage. City shall make progress payments on account of the Contract price on the basis of Contractor's Applications for Payment as recommended by Director of Public Works/Engineering as follows:

B. Prior to completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Director of Public Works/Engineering shall determine, or City may withhold, in accordance with the General Conditions.

C. Initial payment of Seventy-One Thousand Three Hundred Seventy-Five Dollars (\$71,735) or 50% of the total contract amount for engineering, drawings and mobilization by the Contractor.

D. Materials Delivery Payment of Thirty-Five Thousand Six Hundred Eighty-Eight Dollars (\$35,688) or 25% of the Materials for the Construction project due within 30 days prior to installation.

E. All such payments will be measured by the schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of value.

I. Final Payment. The remaining contract price of Thirty-Five Thousand Six Hundred Eighty-Seven Dollars (\$35,687) shall be paid within 30 days of Substantial Completion.

12. Interest. All monies not paid when due as provided in the General Conditions shall bear at a rate of the lesser of five percent per annum or the maximum rate set forth by RSMo §408.020 as to prejudgment interest.

13. Contractor's Representations. In order to induce City to enter this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the bidding documents including "technical data".

B. Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the work.

C. Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

D. Contractor is aware of the general nature of work to be performed by City and others at the site that relates to the work as indicated in the Contract Documents.

E. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

14. Contractor's Responsibility for Subcontractors. It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work to bind all subcontractors to the same specifications that bind the Contractor, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

15. General Independent Contractor Clause. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes., including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, or unpaid subcontractors.

16. Termination. The City reserves the right to terminate this contract by giving at least five (5) days' prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its

creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of this contract.

17. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event, City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

18. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 16, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

19. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

20. Liability and Indemnity.

D. In no event shall the City be liable to the Contractor for special, indirect or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

E. The Contractor shall defend, indemnify, and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

F. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

G. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

H. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise

available under statute, or in law or equity.

I. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this contract in its contract price. Contractor's obligation under this contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this contract.

21. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract. Contractor shall execute the payment and performance bonds attached hereto.

22. Payment. The City will pay the Contractor in accordance with the rate set forth in the Contract Documents, on file in the Public Works/Engineering Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Paragraph 6 above shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this contract.

23. Contract Documents. The contract documents shall consist of the following:

- A. Contract & Addendums
- B. All Change Orders
- C. Bid Plans and Specifications
- D. Standard General Conditions, Technical Specifications & Special Conditions
- E. Proposal/Bid
- F. Instructions to Bidders
- G. Performance Bond
- H. Payment and Material Bond
- I. Non-Collusion Affidavit
- J. Notice of Award & Notice to Proceed
- K. City Business License
- L. Certification of Individual Bidder/Affidavit

*Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the Contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

24. Subsurface Conditions. Contractor agrees and stipulates that Contractor is on constructive notice of the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey, and the Contractor stipulates that all subsurface conditions reported therein are reasonably anticipated or foreseeable.

25. Conflict of Interest. In accepting this Contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Branson, Missouri, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo. Section 105.450 et seq. shall not be violated.

26. Assignment. The Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto,

provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this contract, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this contract.

27. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

28. Certification of Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

A. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

B. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

29. Notices. All notices required or permitted herein are required to be in writing and may be given by FAX or by first class mail addressed to City at 110 West Maddux, Branson, Missouri 65616, and Contractor at the address indicated below. The date of delivery of any notice given by U.S. mail shall be the date falling on the second full day after the date of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

30. Occupational License. The Contractor shall obtain and maintain an occupational license with the City of Branson, Missouri, if required by City Code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.

31. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

32. Severance. If any term or provision of this contract is held invalid or unenforceable, the remainder of this contract will be considered valid and enforceable to the fullest extent permitted by law.

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

34. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed two copies of this Contract. One counterpart each has been delivered to CONTRACTOR and CITY. All portions of the Contract Documents

have been signed, initialed or identified by CITY and CONTRACTOR.

This Contract will be effective on _____, 20__ (which is the effective date of the Contract).

CITY OF BRANSON, MISSOURI

OTIS ELEVATOR COMPANY

By: _____
Larry D. Milton, Mayor

By: _____

(SEAL)

(SEAL)

Attest _____
Hillary Briand
City Clerk

Attest _____

Address for giving notices
110 W. Maddux
Branson, MO 65616
Fax # (417) 335-4354

Address for giving notices:
1100 W. Cambridge Circle Drive, Suite 100
Kansas City, KS 66103

Approved as to Form:



City Attorney

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and City of Branson.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services between Contractor and City of Branson.
5. Upon request, the Contractor can provide documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding: 1. A valid, completed copy of the first page identifying the Contractor; and 2. A valid copy of the signature page completed and signed by the Contractor and the Department of Homeland Security
– Verification Division.

ACKNOWLEDGEMENT:

I have the authority to sign this document and have read and understand the affidavit. I further certify the compliance with all requirements stated therein.

Signature, Affiant

Printed Name, Affiant

Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT ALTER, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE: **INSURANCE CARRIER:**

NAME AND ADDRESS OF SUB CONTRACTOR:

INSURANCE CARRIER:

AGGREGATE LIMITS SHOWN MAY HAVE BEEN EXCEEDED BY MULTIPLE CLAIMS

CLASSIFICATION	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE		LIMITS
			DATE (MM/DD/YYYY)	DATE (MM/DD/YYYY)	
A	GENERAL LIABILITY	Policy #	Eff Date	Exp Date	PRODUCTS RELATED DAMAGE TO OTHERS \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> WORKERS COMPENSATION <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> UMBRELLA LIABILITY <input type="checkbox"/> PRODUCTS COMPLETION				
A	ALL RISK AUTOS	Policy #	Eff Date	Exp Date	COMBINED SINGLE LIMIT (CSL) \$ 2,000,000
	<input checked="" type="checkbox"/> ALL OWNERS AUTOS <input checked="" type="checkbox"/> RENTED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> PERSONAL AUTOS				
A	EXCESS UMBRELLA LIABILITY	Policy #	Eff Date	Exp Date	EXCESS UMBRELLA LIABILITY \$ 3,000,000
	<input checked="" type="checkbox"/> UMBRELLA <input checked="" type="checkbox"/> EXCESS UMBRELLA				
B	WORKERS COMPENSATION	Policy #	Eff Date	Exp Date	WORKERS COMPENSATION \$ 1,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS LIABILITY <input type="checkbox"/> OTHER				

City of Branson, 110 W. Main Street, Suite 200, Branson, MO 64616 is listed as additional insured on policy.

INSURANCE HOLDER:
 City of Branson
 Attn: Contract Management
 110 W. Main Street, Ste. 200
 Branson, MO 64616

CANCELLATION:
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE ITS EXPIRATION DATE, THE INSURANCE COMPANY THAT CANCELS THE POLICY IS TO BE NOTIFIED IMMEDIATELY BY THE CERTIFICATE HOLDER IN WRITING TO THE EFFECT THAT FAILURE TO DO SO SHALL CONSTITUTE CONSTRUCTION OF LIABILITY OF ANY AND ALL THE POLICIES DESCRIBED HEREIN.

ACORD CORPORATION

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Pursuant to §34.600, RSMo, the City of Branson as a fourth class political subdivision of the State of Missouri shall not enter into a contract to acquire or dispose of services, supplies, information technology, or construction valued at \$100,000, or with a contractor having ten or more employees, unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel;

Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or

Persons or entities doing business in the State of Israel.

For a definition of the term "boycott", please refer to §34.600.3, RSMo. A copy of the statute is attached.

By signing below, _____ on behalf of _____
(Printed Name) (Business Name)
agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above.

Signed this the _____ day of _____, 20____.

Business Name: _____

By: _____
(Signature)

Name: _____
(Printed Name)

Title: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: _____ (Contractor)

_____ (Contractor Address)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

_____ (Surety)

_____ (Surety Address)

hereinafter called Surety, are held and firmly bound unto _____
(Hereinafter called Owner), in the penal sum of _____ dollars (\$ _____)
in lawful money in the United States, for the payment of which sum well and truly to be made, we
bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The Condition of this Obligation is such that whereas, the principal entered into a certain contract
with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto
attached and made a part hereof in the construction of:

Elevator Modernization City Hall

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing material for or performing labor in the prosecution of
the work provided for in such contract, and any authorized extension or modification thereof,
including all amounts due for materials, lubricants, oil, gasoline, coal, repairs or machinery,
equipment and tools, consumed or used in connection with the construction of such work, and all
insurance premiums on said work, and for all labor, performed in such work whether by
subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and
effect.

IMPORTANT- Surety companies executing BONDS must appear on the Treasury
Department's most current list (Circular 570 as amended) and be authorized
to transact business in the state where the project is located.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that
no change, extension of time, alteration or addition to the terms of the contract or to the work to
be performed thereunder or the specifications accompanying the same shall in any wise affect its
obligation on this bond, and it does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of the contract or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge
the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20__.

Principal

ATTEST:

By _____

Secretary

Address

SEAL

Witness to Principal

Address

Surety

ATTEST:

By _____
Attorney-in-Fact

Secretary

Address

SEAL

Witness to Surety

Address

NOTE: Date of bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

PERFORMANCE & MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT We, the undersigned, _____ of _____, hereinafter referred to as "Contractor", and _____, a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Missouri, as "Surety", are held and firmly bound unto The City of Branson, Missouri, hereinafter referred to as "Owner", in the penal sum of _____ Dollars \$ _____), lawful money of the United States of America for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor has, on the _____ day of _____, 20____, entered into a written contract with the aforesaid Owner for furnishing all materials, equipment, tools, superintendence, and other facilities and accessories, for the construction of certain improvements as designated, defined, and described in the said contract and the conditions thereof, and in accordance with the specifications and plans therefore; a copy of said contract being attached hereto and made a part thereof:

NOW, Therefore if said Contractor shall and will, in all particulars will, duly, and faithfully observe, perform and abide by each and every covenant, condition and part of the said contract, and the conditions, specifications, plans and other contract documents thereto attached or by reference made a part thereof, according to the true intent and meaning in the case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect:

PROVIDED further, that the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed thereover, or the specifications accompanying the same, shall in any way affect its obligations on this bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract, or to the work, or to the specifications.

PROVIDED further, that if the said Contractor shall construct or cause to be constructed and completed the improvement in accordance with specifications for like improvements, and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the Engineer, and shall construct said with such materials in such manner that same shall endure without need of any repairs for the period of two (2) years from and after the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of two (2) years from and after completion and acceptance thereof as aforesaid, then this obligation shall be void, otherwise to be in full force and effect.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand, and said surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized to do so at _____, on this _____ day of _____, 20____.

Contractor

By _____
Title _____

Surety

By _____
Attorney-in-fact

By _____
Missouri Resident Agent

(Accompany this bond with the attorney-in-fact's authority from the surety company certified to include the date of the bond).

NOTICE TO PROCEED

DATE:

TO:

PROJECT: Elevator Modernization City Hall

CONTRACT PRICE:

You are hereby notified to commence work on the referenced contract on or before _____ and shall fully complete all the work of said contract not later than December 31, 2023.

BY _____

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by _____ this _____ day of _____ 20____.

BY _____

TITLE _____

LIEN WAIVER

DATE _____

TO _____

Project Name: Elevator Modernization City Hall

Dear Sir:

I certify that I have paid in full for all materials purchased and all labor employed in the performance of this contract, and that there are no claims against me as an employer under this contract on account of injuries sustained by workmen employed by me thereunder. I hereby release you from any claims arising by virtue of this contract.

I am attaching form "Release by Claims", signed by all persons from whom I have purchased materials and by all persons employed in connection with my contract with the above-named owner.

Contractor

RELEASE BY CLAIMANTS

DATE _____

STATE OF _____

COUNTY OF _____

WHEREAS, we the undersigned _____
(has, have) been employed by _____ to furnish
_____ for the construction
project known as: Elevator Modernization City Hall

NOW, THEREFORE, know ye, that the undersigned for and in consideration of the sum
of _____ Dollars
\$ _____ and other good and valuable considerations, the receipt whereof is hereby
acknowledged do hereby waive and release any and all lien, and claim, or right to lien, on said
construction project and premises under the statutes of the State of _____ relating
to Mechanic's Liens, on account of labor, or materials, or both, furnished by the undersigned to or
on account of the said _____ for said
construction project and premises.

Given under our hands and seals this ____ day of _____, 20__.

Signature

WITNESS:

My Commission expires: _____

**CERTIFICATE OF COMPLIANCE
AND AFFIDAVIT**

STATE OF MISSOURI)
)ss.
COUNTY OF TANEY)

Re: Contract No. _____
Wage Determination No. 30
Between City of Branson and

(a) _____ on his oath being duly sworn states that all subcontractors have been paid and that the Contractor and all subcontractors have discharged fully all indebtedness incurred by them, or any one of them or for work and labor done, or for materials or equipment furnished or used in connection with the performance and the completion of said above stated construction project and that all claims whether to persons or property arising out of or related to any manner whatsoever to the said construction project have complied with all provisions and requirements of Sections 290.210 to .340 RSMo 1959 as amended 1969 and that all workmen performing work under this contract were paid not less than the general prevailing straight time hourly wage rates or the general prevailing hourly rates for legal holidays and overtime work as such rates were determined and certified in the Special Wage Determination made by the Industrial Commission of Missouri and attached to the said contract herein.

(b) The Contractor has complied with all terms and conditions of the contract.

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires: _____

GENERAL CONDITIONS

DEFINITION OF TERMS OR DESCRIPTIVE WORDS

1. Advertisement. The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished.
2. Award. The action of the city accepting the proposal of the lowest responsible bidder for the work, subject to the execution and approval of a satisfactory contract therefore and bond to secure the performance thereof, and to such other conditions as may be specified or as required by law.
3. Bidder. Any individual, partnership, corporation or joint venture submitting a proposal to perform the work contemplated.
4. Change Order. A written order from the director of public works/engineering to the contractor, as authorized by the contract, directing changes in the work as made necessary or desirable by unforeseen conditions or events discovered or occurring during the progress of the work.
5. Contract Documents. The contract documents shall include, but not be limited to, the signed Contract and Bond, Addenda, Notice to Contractors, signed copy of the Bid, General Conditions, Special Provisions, Technical Specifications, and Plans and/or Supplemental Sketches. The signed Contract, together with the other documents enumerated therein or hereinbefore, forms the Contract between the parties. These documents are as fully a part of the contract as if attached thereto or repeated therein.
6. Contract Time or Completion Date. The number of calendar days shown in the proposal, including authorized extensions, is the time allowed for the completion of the work contemplated in the contract. If a calendar date for completion is shown in the proposal, then the work contemplated shall be completed by that date. A calendar day is defined as every day shown on the calendar (including weekends and holidays). No time extensions will be granted for delays caused by weather, utility conflicts, excavations encountering rock, changing excavation quantities or contractor scheduling.
7. Contractor. The individual, partnership, corporation, or joint venture undertaking performance of the work under the terms of the contract, and acting directly or through his or its agents, employees, or subcontractors.
8. Easement. The right to use property owned by others for a specific purpose. An easement is an interest in the property; however, the original property owner retains legal title to that particular property.
9. Director of Public Works/Engineering. The director of public works/Engineering

or any of his authorized representatives. Where the term "Director of Public Works" is used, it shall mean the city director of public works/engineering in person.

10. Extra Work. An item of work not provided for in the contract as awarded but found essential to the satisfactory completion of the contract and within the intended scope of the contract, as determined by the director of public works.

11. Notice to Contractors. The notification provided prospective bidders, containing a general description of the proposed work, and including information and requirements for the submission of bids.

12. Notice to Proceed. The written notice from the Director of Public Works/Engineering notifying the contractor of the date, which he is to begin prosecution of the work.

13. Pay Item. An item of work specifically described and for which a price, either unit or lump sum, is provided. It includes the performance of all work and the furnishing of any and all labor, equipment, and materials contemplated or described on the plans or in the text of the specifications included in the contract.

14. Plans. Drawings or reproductions thereof approved by the City of Branson, Missouri, which show the location, character, and details of the work. Technical Specifications and Special Provisions shall prevail over plans when in conflict therewith.

15. Project. The proposed improvement together with all appurtenances and construction to be performed thereon under the contract.

16. Proposal. The written offer submitted by the bidder in the required manner on the form of proposal to perform the work contemplated at his bid prices.

17. Form of Proposal. The approved form furnished by the director of public works on which the bid prices for the work is to be submitted.

18. Proposal Guaranty. The security furnished with a proposal to ensure that the bidder will enter into the contract if his proposal is accepted.

19. Right-of-Way. Land acquired by the city of Branson for the construction and maintenance of an improvement.

20. Special Provisions. Directions or requirements, peculiar to the work and not otherwise thoroughly or satisfactorily detailed or set forth in the general conditions or technical specifications. Special provisions may be included in the specifications or may be included as a note or special detail on the plans. Special provisions shall prevail over general conditions, technical specifications, and plans whenever in conflict therewith.

21. Specifications. The directions, provisions, and requirements contained in these

general conditions and technical specifications, together with such as may be added or adopted as supplemental specifications or special provisions for the performance of the work and for the quantity, quality, and proportion of materials.

22. Subcontractor. Any individual, partnership, corporation, or joint venture to which the contractor, with the consent of the director of public works, sublets any part of the work under the contract.

23. Work. The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the contract documents.

A. BIDDING REQUIREMENTS AND CONDITIONS

1. Notices to Contractors. After the date is fixed for the receipt of bids, the director of public works/engineering may, in addition to the notice required by law, give notice of such date by mail to those contractors who are on file with the City of Branson purchasing agent for the type of work involved in the contract being bid. Others will be mailed a notice to contractors upon request. This notice to contractors will contain a general description of the proposed work, together with instructions and information to the potential bidder regarding specifications, approved plans, special provisions, form of proposal, and other documents affecting the work.

2. Coordination of Plans, Specifications and Special Provisions. These Specifications, Approved Plans, Special Provisions, Form of Proposal and all documents affecting the work issued by the director of public works to the contractor are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be mutually complementary. In case of discrepancy, calculated dimensions shall prevail over scaled dimensions; specifications shall prevail over plans and drawings; special provisions shall prevail over specifications.

3. Interpretation of Quantities in Bid Schedule. The items appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for the actual quantities of work performed and accepted in accordance with the contract, except where final measurements are not made, as hereinafter provided. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided.

4. Examination of Specifications and Site of Work. The director of public works will prepare location maps and specifications giving such directions as will enable the contractor to carry them out. The bidder is expected to examine carefully the site of the proposed work, the proposal, specifications, and other contract documents before submitting a proposal. The specifications, and other documents designated in the proposal form will be considered a part of the proposal whether attached or not. The conditions indicated on the plans and in the proposal represent information available from surveys and studies, but the submission of a bid shall be considered proof that the bidder has made his own examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the specifications and other

contract documents.

5. Preparation of Proposals. All proposals must be properly signed and sealed and submitted as set forth in the notice to contractors. Each bidder shall specify in his proposal, in figures, a unit price for each of the items listed in the proposal. The proposal shall not contain interlineations or alterations. The bidder shall show the unit price for construction of all items in the amount column provided for that purpose. These unit prices shall be totaled and in case of errors or discrepancies in extensions, the unit prices shall govern. All entries on the proposal form shall be in ink or typed.

The director of public works will correct all errors in extensions or totals and such corrected extensions and totals will be used in comparing bids.

- a. A proposal from an individual, including any doing business under a fictitious name, shall be signed by the individual, and his address shown.
- b. A proposal by a partnership or joint venture, including individuals doing business under fictitious names, or corporations, shall be executed by at least one of the partners followed by the title "Partner," or one of the joint ventures followed by the title "Joint Venturer" and the business address of the partnership or joint venture shown. The true legal name and address of each partner and joint venture shall also be shown.
- c. A proposal by a corporation, whether acting alone or as a joint venture, shall include the address and name of the corporation and shall be signed by a person authorized by its Board of Directors to bind the corporation, with his title shown.
- d. The name and address of the bidder shall be stated the same on all contract documents including the proposal, bid bond, contract, performance bond and insurance policies and certificates.
- e. If the successful bidder is doing business in the State of Missouri under a fictitious name, such bidder shall furnish to the director of public works a certified copy Secretary of State, State of Missouri. The city will execute no contract until the bidder furnishes such certificate. If the successful bidder already has on file with the director of public works such a certificate, an additional certificate will not be required.
- f. All successful bidders who are corporations organized in states other than Missouri, shall furnish at their cost, a certified copy of a certificate of authority and license to do business in Missouri, said certificate to remain on file with the director of public works. The city will execute no contract until the successful bidder furnishes such certificate. If the successful bidder already has on file with the director of public works such a certificate, an additional certificate will not be required. The successful bidder agrees to

cause its authority and license to do business as a foreign corporation to be continued and extended throughout the life of the contract, and until all claims thereon and hereunder shall have been finally settled.

- g. All successful bidders who are corporations organized either in the State of Missouri or in other states, must have or must obtain an occupational license with the City of Branson, Missouri. The cost for this occupational license shall be borne by the bidder. The city will execute no contract until this occupational license has been obtained.
- h. Where in the proposal form a "Unit Price" is set forth, the "Unit Price" shall include the furnishing by the contractor of all labor, tools, materials, machinery, appliances, plant and equipment appurtenant to, and necessary for the construction in every detail and the completion in a first class, workmanlike manner of all the work to be done under these specifications. The "Unit Price" shall also include all permanent protection of overhead, surface and underground structures, dust control during construction, cleaning up, finish, overhead expense, insurance, patent fees, royalties, risk due to the elements, delay, profit, injuries, damages, claims, and all other items not specifically mentioned that may be required to construct fully each item of work complete in place. Contractors are warned that unbalancing of bids may be cause for rejection. Proposals that show any omissions, alterations of form, additions not called for, conditional or alternate bids not called for, or irregularities of any kind may be rejected.
- i. A bidder may withdraw or revise a proposal after it has been deposited as set forth in the notice to contractor, provided the revision or the request for such withdrawal is received before the time set for opening proposals. Any proposal received after the time for opening of bids will be returned to the bidder unopened.
- j. Proposals will be opened, and the bid totals read publicly at the time and place indicated in the notice to contractors, bidders, their authorized agents, and other interested parties are invited to be present.

6. Right to Reject Proposals. The city reserves the right to reject any or all bids and waive technicalities if it is in the best interest of the city and may resubmit an invitation for bids with the same specifications to the same or other persons. Reasons for rejection of proposals will not be limited to but shall include the following:

- a. False information provided on the "Statement of Bidders Qualifications".
- b. Failure to pay, or satisfactorily settle, all bills due for labor or materials on former contracts.
- c. Default under previous contracts.

- d. Unsatisfactory performance record as shown by past work for the city judged from the standpoint of workmanship and progress.
- e. When any agent or employee of the prospective bidder currently serves as an employee or agent of the city.
- f. When any agent or employee of the prospective bidder has participated in the preparation of plans or specifications for the proposed work.
- g. More than one proposal for the same work from an individual, firm, partnership or corporation under the same or different names.
- h. Evidence of collusion among bidders.
- i. Unbalanced proposals in which the bid prices for some items are obviously out of proportion to the bid prices of other items.
- j. If the proposal does not contain a unit price for each pay item listed except in the case of authorized alternate pay items or lump sum pay items.
- k. If there are omissions, erasures, unauthorized additions, conditional bids, or irregularities of any kind which may tend to make the proposal incomplete or ambiguous as to its meaning.

B. AWARD AND EXECUTION OF CONTRACT

1. Consideration of Proposals. After the proposals are opened and the bid totals read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule multiplied by the unit bid prices. The results of such comparisons will be immediately available to the public.

2. Award of Contract. The contract will be awarded by the city to the lowest responsible bidder as soon as practicable after the opening of the bids. The city will determine the responsibility of the Contractor.

3. Assigning or Subletting the Contract. The apparent low bidder, and any other bidder so requested, shall within seven (7) days after bid opening submit to the Public Works/Engineering Department, a list of all subcontractors to be used on the project and the percentage of the contract that each will perform. If the public works/engineering department, after due investigations, has reasonable objections to any proposed subcontractor may, before the notice of award is given, request the apparent low bidder to submit an acceptable substitute without an increase in the bid price. If the apparent low bidder declines to make any such substitutions, the public works/engineering department may award the contract to the next lowest bidder that proposes to use acceptable subcontractors. The declining to make requested substitutions will not constitute grounds for sacrificing the bid security of any bidder.

The contractor shall not assign or sublet the contract, or any portion of the contract, without the written approval of the director of public works. The director of public works written approval of the contractor subletting work shall not be construed as making the city a part of such subcontract or subjecting the city to liability of any kind of any subcontractor. No subcontract shall under any circumstances relieve the contractor or his surety of his liability and obligation under the contract, and all transactions will be made through the contractor.

Subcontractors will be recognized and dealt with only as workmen and representatives of the contractor. If approval is given for subletting work, the contractor shall perform, with his own organization, work amounting to not less than fifty (50%) percent of the total contract cost. A subcontractor may not subcontract any portion of his work.

No second-tier subcontracting will be permitted.

4. Execution of Contract. The individual, partnership, corporation, or joint venturer awarded the contract shall return the prescribed copies of the contract and insurance, properly executed, to the office of the director of public works within 10 days after the contract has been mailed to the bidder. No proposal shall be considered binding upon the city until the successful bidder has been properly notified of the award by the city, and until the successful bidder has executed and returned the contract, and the required insurance. No contract shall be considered effective until it has been fully executed by all of the parties hereto.

5. Failure to Execute Contract. Failure to execute the contract and file acceptable insurance within 10 days after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the city may decide.

C. SCOPE OF WORK

1. Intent of Contract. The intent of the contract is to provide for the construction and completion in every detail of the work described. The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

2. Alteration of Plans. The city reserves the right to make, at any time during the progress of the work, without notice to the surety, such increases or decreases in quantities up to 25% of the total contract price for the project and such alterations in the details of the construction, including alterations in the grade as may be found necessary or desirable. Plan changes may include the addition, elimination, reduction, or increase of any one or more items or units. If the plan change results in the increase or decrease of the quantity of a major item by more than 25 percent, the city may require negotiation of the unit price for that portion of the major item above 125 percent or below 75 percent of the quantity stated in the contract. A major item, for the purpose of this section, will be single bid items or if noted elsewhere a group of items or separate schedules, the total cost of which exceeds 15 percent of the total contract price for the project. For

contract plan changes involving work for which there is no unit price, city and contractor shall, if possible, agree on a fair unit price or sum to be added to or deducted from the contract, as appropriate.

3. Public Conveniences and Safety. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with safety provisions for protection of the public as contained in the Occupational Safety and Health Administration Regulations. Contractor shall conduct the work at all times so as to cause no more obstruction or inconvenience to the public than is deemed necessary by the director of public works. Free passage for vehicles and pedestrians shall be maintained by the contractor, at his expense, along roadways, sidewalks and drives, by bridging, if necessary, where it is practical to do so. Where bridging is unnecessary or impractical in the opinion of the director of public works, the contractor may arrange for the diversion of traffic as hereinafter provided. If the contractor is required to maintain traffic over the project, he shall maintain the roadbed substantially free of ruts, holes and detrimental surface deformations. Free access shall be provided to all fire hydrants, water valves and fire alarms or police call boxes.

4. Control of Traffic. The contractor shall provide for a sufficient number of warning lights, signs, and barricades to be available on the work, and shall cause them to be placed in such numbers and at such locations as required to maintain reasonable safety to pedestrians and vehicular traffic. If it becomes necessary to divert traffic, the traffic engineer shall select a detour route and the contractor shall place at his expense or as provided for in the contract, directional signs of such nature and insufficient numbers to clearly define the detour route. Barricades, lights and warning signs shall be constructed in accordance with the Uniform Manual of Traffic Control Devices, or as otherwise approved by the director of public works.

The city reserves the right to remedy any neglect on the part of the contractor as regards to public convenience and safety which may come to its attention after twenty-four (24) hour's notice in writing to the contractor; save in cases of emergency, in which the city shall have the right to remedy any neglect without notice; in either case, the cost of such work done by the city shall be paid by the contractor to the Office of the Director of Public Works prior to final payment or shall be deducted from final payment.

5. Protection of Public and Private Utilities. The contractor shall support, sustain and protect existing pipes, conduits, signs, markers, poles, wires and other apparatus under, over, along, across or otherwise affected by the work. If such pipes, conduits, signs, markers, poles, wires or apparatus are damaged through carelessness or neglect of the contractor, the authorities having control of same will repair them, but the cost of such repairs shall be paid by the contractor or shall be deducted from final payment.

The failure of the city to show such utilities on the plans shall not relieve the contractor of his responsibility for the protection and preservation of such utilities. The contractor shall enlist the assistance of the Missouri One Call System by calling 1+800-344-7483 to locate electric, water, sewer, and traffic signal utilities. The contractor shall enlist the assistance of the other affected agencies in the location of their utilities. The contractor will not be responsible to any

agency for the cost of such assistance in the location of its utilities, but he shall be responsible for the cost of repairing any damage to such utilities arising from any negligence of his operations.

The contractor shall coordinate his operations with the affected utility agency that is making necessary adjustments, relocations, removals, or construction of new fixtures and shall permit free access to the site for such work. It is understood and agreed that the contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions whether or not they are shown on the plans and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by the contractor due to any conflict or interference from the said utility appurtenances or the operation of moving them.

If the owners of utility facilities fail to cooperate and coordinate their work with that of the contractor and that failure results in actual delay to the contractor in the overall completion of the project, such delay will be considered in the time specified in the contract for completion, provided the contractor notifies the director of public works of the delay at the time it occurs.

6. Damage to Private Property. The contractor shall confine his work to the city's premises, including easements and construction permit areas. He shall not enter upon or place materials on any private premises except by written consent of the individual owners, and he shall save the city harmless from all suits and actions of every kind and description that might result from his use of private property. The contractor shall cause all lot corner pins disturbed by his operation to be reset by a registered land surveyor and will on completion of the work file with the city a certificate from the surveyor that said pins have been reset.

7. Removal of Drainage Pipe and Culverts. Drainage structures at driveways, private entrances and street intersections, which must be removed during the normal prosecution of the work, called for in the contract shall be deemed the property of the City of Branson. The contractor shall use reasonable care in the removal of all drainage structures and stack them for salvage by the city. Should the city not wish to claim such drainage structures, the contractor will be required to remove them from the job site. It will be the contractor's responsibility to notify the city that said structures are available for salvage and upon the expiration of three (3) working days of such notice, if the city has not removed said drainage structures from the site of the work, it shall be deemed that the city has relinquished all claim to said drainage structure.

8. Extra Work and Force Account.

- a. The contractor shall perform unforeseen work, for which there is no provision included in the contract, whenever it is deemed necessary or desirable to complete the work as contemplated. Such work shall be performed in accordance with the specifications and as directed by the director of public works.
- b. Payment for extra work will be based on lump sum or unit prices previously agreed to in writing by the parties to the contract or the city may require the contractor to do such work on a force account basis.

c. Force account work will be compensated in the following manner:

(1) Labor. The contractor will receive the rate of wage paid by him for each hour that all labor is engaged in such work. The contractor will receive the actual costs paid to, or on behalf of, employees by reason of health and welfare benefits, pension fund benefits or other benefits required by an employment contract. An additional amount equal to 35 percent of the sum of the above items will also be paid to the contractor. No separate payment will be made for insurance premiums, unemployment insurance contributions and social security taxes as compensation. These costs will be considered as fully covered in the 35% figure stated above.

(2) Materials. The contractor will receive the actual cost of materials accepted by the director of public works and used in the work; including transportation charges paid by the contractor. An additional amount equal to 15 percent of the materials and transportation cost will also be paid to the contractor. No compensation will be allowed for materials, such as forms, which are used in connection with, but do not enter permanently into the work.

(3) Equipment. For any equipment necessary to perform the work, including all fuel and lubricants, tires, and repairs, the contractor will be allowed the hourly rental rates set out in the "Rental Rate Blue Book for Construction Equipment" on file at the time the work is done. The allowed rates will be the sum of the bare hourly rates and the estimated operating cost per hour. The allowed time for the hourly rental rates will include that time required to move the equipment to and from the site of the force account work plus the actual operating time on the work. If the actual unit of equipment is not listed in the schedule, the rate listed for similar equipment shall be used.

(4) Miscellaneous. The director of public works has the authority to require alterations in the equipment and labor force assigned the force account work, to limit authorization of overtime or to require overtime work when an emergency exists. No allowance will be made for general superintendence, the use of small tools or equipment or other costs not specifically herein provided. All subcontractors will be considered employees of the contractor.

(5) Compensation. Each day the contractor's representative and the engineering department representative shall compare records of the cost of the force account work and both the engineering department representative and the contractor shall sign them. No payment will be made for the force account work until the contractor has furnished the director of public works with itemized statements of cost of such work.

D. CONTROL OF WORK

1. Authority of the Engineer

- a. When work is being performed under direct contract with the City of Branson, the engineer, or his duly authorized representative will decide all questions which may arise as to the quality, quantity and acceptability of materials furnished and work performed. The engineer's decision as to the intent of the contract, plans, specifications and estimates, and as to all questions arising as to the acceptable fulfillment of the contract on the part of the contractor; all questions of classification; the proper compensation for the performance or breach of the contract; all claims of any character whatsoever in connection with or growing out of the construction whether claimed under the contract, under force account, under quantum merit, or otherwise; and the engineer's estimates and decisions shall be final, binding, and conclusive upon all parties to the contract.
- b. The engineer, or his duly authorized representative, has the authority to suspend work, being performed on city rights-of-way and easements, wholly or in part for such period or periods as he may deem necessary due to the failure of the contractor to correct conditions unsafe for the workmen or general public.
- c. In case of failure on the part of the contractor to execute work ordered by the engineer, the engineer may, at the expiration of a period of 48 hours after giving written notice to the contractor, proceed to execute such work as may be deemed necessary, and the cost thereof shall be deducted from compensation due, or which may become due the contractor under the contract.
- d. When work is performed on city rights-of-way and easements in conjunction with private improvements, all work will be inspected by the engineering department to ensure conformity to these General Conditions and Technical Specifications. The director of public works will decide all questions which may arise as to the quantity of materials furnished; work performed as to the acceptable rate of progress; all questions as to the acceptable fulfillment of the contract between the City and the contractor; all questions of classification; the proper compensation for the performance or breach of the contract; and all claims of any character whatsoever in connection with or growing out of the construction contract between the city and the contractor. The engineer will also be responsible for resolving any conflicts between the plans and existing site conditions; any conflicts between the plans and the construction staking; and any conflicts between constructability of the plan and these specifications and site conditions.
- e. Nothing contained in this section or in the contract shall be construed as

requiring or permitting the engineer or his duly authorized representative, to direct the method or manner of performing any work at a job site.

2. Authority and Duties of the Project Managers or Assistants.

- a. The director of public works may appoint project managers as assistants to inspect all materials used and all work performed. Such inspection may extend to any or all parts of the work and to the preparation or manufacture of the materials to be used. The project managers will not be authorized to revoke, alter, enlarge or relax the provisions of the specifications.
- b. A project manager will not be authorized to approve or accept any portion of the work or to issue instructions contrary to the plans and specifications. The project manager will have authority to reject defective material and to suspend any work that is being improperly done, subject to the final decision of the director of public works. The project manager will exercise such additional authority as may, from time to time, be especially delegated to him by the director of public works. A project manager will call to the attention of the contractor any lack of compliance with the plans or specifications. However, failure of a project manager or the director of public works to call the attention of the Contractor to the faulty work, or lack of compliance with the plans and specifications, shall not constitute acceptance of said work.
- c. When a project manager is assigned to the work being performed in conjunction with a city contract, the project manager will keep the director of public works informed as to the progress of the work and the manner in which it is being accomplished.

3. Conformity with Plans and Specifications.

All work performed and all materials furnished shall be in conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.

- a. If the director of public works or his duly appointed representative finds the materials or the finished product in which the materials are used not in conformity with the plans and specifications, but that reasonably acceptable work has been produced; he will then make a determination as to whether or not the work will be accepted and remain in place. If accepted, the director of public works or his duly appointed representative will document the basis of acceptance by contract modifications that may provide for an appropriate adjustment in the contract price for such work or materials, as he deems necessary to conform to his determination based on engineering judgment.

- b. If the director of public works or his duly appointed representative finds the materials or the finished product in which the materials are used or the work performed have resulted in an unacceptable product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the contractor.

4. Errors and Omissions. The contractor shall take no advantage of any apparent error or omission in the plans or specifications. If the contractor discovers such an error or omission, he shall immediately notify the director of public works or his duly appointed representative. The director of public works or his duly appointed representative will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

5. Cooperation by Contractor. The contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the engineer and other contractors in every way possible. The contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors or utilities. The contractor shall schedule his work and shall place and dispose of the materials being used so as not to interfere with the operations of other contractors. Pavements over which hauling is performed shall be kept clean of spilled or tracked on materials at all times.

6. Inspection. The contractor shall furnish the director of public works or his duly appointed representative with every reasonable facility for ascertaining whether or not the work performed is in accordance with the requirements and intent of the plans and specifications. Any work done (except excavation) or material used without suitable supervision by the contractor or inspection by the director of public works or his duly appointed representative may be ordered, removed, and replaced at the contractor's expense.

7. Work in Inclement Weather. No construction work shall be done during stormy, freezing or inclement weather, except as can be done satisfactorily and in accordance with applicable specifications and with the approval of the director of public works. This provision will not be justification for time extensions on calendar day contracts.

8. Street Closure. When it becomes necessary to close a street, the contractor shall notify the traffic engineer at least 36 hours in advance of such closure including information as to the exact location and extent, the time and expected duration and the reason for the closure. If, in case of an emergency, it becomes necessary to close any street without advance notice, the contractor shall immediately notify the police and fire department and advise the traffic engineer of such closure.

9. Removal of Defective and Unauthorized Work. All work that has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the contractor's expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done beyond the lines or not in conformity with the grades shown on the plans, work done without proper inspection, or any extra or unclassified work done without written authority and prior to agreement in writing as to prices, shall be considered as unauthorized work and done at the contractor's risk.

All work considered unauthorized, at the option of the director of public works, may not be measured and paid for, and may be ordered removed at the contractor's expense. Upon failure of the contractor to repair satisfactorily or to remove and replace rejected, unauthorized, or condemned work or materials immediately after receiving notice to the contractor, the city has the authority to cause unauthorized work to be removed. The cost of such work shall be paid to the Office of the Director of public works prior to final payment or shall be deducted from final payment.

10. Protection and Restoration of Property. The contractor shall notify the proper representatives of any public utility, any corporation, any company or any individual, not less than forty-eight (48) hours in advance of any work which might damage or interfere with their property or operation along or adjacent to the work. The contractor shall be responsible for any damage or injury to property of any character by reason of any negligent act or omission on the part of the contractor or the contractor's employees or agents, or due to defective work or materials, or due to his failure to reasonably or properly prosecute the work. When and where any such damage or injury is done to public or private property on the part of the contractor, he shall restore or have restored at his own cost and expense such property to a condition equal to or exceeding that existing before such damage was done, by repairing or otherwise restoring as may be directed, or he shall make good such damage from injury in a manner acceptable to the engineer. In addition to the above, the contractor shall, unless otherwise indicated on the plans:

- a. Cause any excavation upon the real estate to be backfilled and graded to the original grade;
- b. Remove, insofar as reasonably possible, all debris resulting from construction, including rock;
- c. Provide during construction reasonable access to the public street where any excavation upon the real estate might otherwise interfere therewith; and
- d. Cause all lot corner pins disturbed by his operation to be reset by a registered land surveyor and will file with the city a certificate from the surveyor that said pins have been reset.

In case of failure on the part of the contractor to restore such property or make good such damage or injury, the engineer may, upon forty-eight (48) hours written notice, under ordinary circumstances and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary, and the cost thereof shall be paid to the Office of the Director of Public Works prior to final payment or shall be deducted from final payment.

11. Contractor's Representative. The contractor shall have on the project at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, authorized representatives. The superintendent shall have full authority to execute orders or directions of the engineer without delay, and to promptly order such materials, equipment, tools,

labor, and incidentals as may be required. Such superintendent shall be furnished irrespective of the amount of work sublet.

12. Notice to Proceed. A written Notice to Proceed shall be given to the contractor for each project let by the city. This notice shall set forth the beginning of the project calendar days or the date for completion.

13. Claims for Adjustment. If either party has a claim against the other which in any way arises out of the provisions of the contract or the performance or nonperformance thereunder, written notice of such claim must be made in triplicate prior to the expiration of 60 days after delivery by the city to the contractor of a check or draft for the retained percentage. If the claim is against the city the notice of claim must be personally delivered or sent by certified mail to the office of the director of public works in city hall. If the claim is against an assignee, notice of the claim must be personally delivered or sent by certified mail to the assignee at the address shown on the accepted notice of assignment. Within 60 days after the receipt of notice of any claim, the party against whom the claim is made shall make any claim he has against the other party. All notices of claims must contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim. Any claim or an item of any claim not included in the notice and statement, or any claim included but not clearly defined and specifically set out and itemized, or any claim not filed within the time and in the manner provided above shall be forever waived and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration between the parties.

E. CONTROL OF MATERIAL

1. Source of Supply and Quality Requirements. All material needed in the work shall be furnished by the contractor unless otherwise stated in the contract. The contractor shall assume full responsibility for ordering materials of the quality and quantity required.

F. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

1. Laws to be Observed. The contractor shall at all times observe and comply with all federal and state laws, local laws, ordinances, decrees, and regulations existing at the time of or enacted subsequent to the execution of the contract which in any manner affect the prosecution of the work. The contractor and his surety shall indemnify and save harmless the city and all of its officers, engineers, representatives, agents, 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 the contractor, his employees, or his subcontractors.

2. Permits and Licenses. The contractor shall procure all permits and licenses, shall pay all charges and fees, and shall give all notices necessary incidental to the due and lawful prosecution of the work. The contractor shall be required to have a current Occupational License from the City of Branson Finance Department. The cost of complying with these requirements will be included in the contract unit price for other items.

3. Non-Discrimination. The contractor shall be required to comply, and cause his

subcontractors, if any, to comply with all local, state and federal laws, regulations, and directives against discrimination in connection with the project. Such nondiscrimination requirements extend to procurement of materials and lease of equipment for use in connection with the project.

4. Patented Devices, Materials and Processes. If the contractor is required or desires to use any design, device, material, or process covered by letter patent or copyright, he shall arrange and provide for such use by suitable agreement with the patentee or owner, and the city may require a copy of the agreement. The contractor shall indemnify and save harmless the city from any suits, claims, or damages arising from the infringement upon or use of any patented or copyrighted design, device, material, or process.

5. Safety and Sanitary Provisions. The contractor shall at all times take necessary precautions to protect the life and health of all persons employed on the project. He shall familiarize himself with the latest accepted accident prevention methods and provide necessary safety devices and safeguards in accordance therewith. The city will refuse to provide inspection service at plants or work sites where adequate safety measures are not provided and maintained.

Employee Accommodation:

- a. The contractor shall provide and maintain in a neat and sanitary condition, such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Missouri Department of Natural Resources or of other bodies or tribunals having jurisdiction over public health and sanitation. No public or private nuisance shall be permitted.
- b. All sanitary facilities and safety devices shall be furnished free to employees and the cost to the contractor will be considered covered under the various items of the contract documents.
- c. The contractor's employees and the subcontractors' employees shall conduct themselves in action and language in a moral manner or the city will order the work stopped until the employee or employees are removed (or the situation is corrected).

6. Preservation of Monuments and Artifacts.

- a. Monuments. The contractor shall not disturb or damage any land monument or property landmark until authorized by the director of public works or his duly appointed representative.
- b. Artifacts. The contractor shall be responsible for the preservation of all artifacts, fossils, and other items of archaeological or geological significance discovered within the right-of-way during his operations, and shall handle such items as follows:

When remains of prehistoric sites or artifacts of historical or archaeological significance are encountered, the excavation operations shall be temporarily discontinued. The director of public works or his duly appointed representative will determine the disposition of such sites or artifacts. When directed by the director of public works or his duly appointed representative, the contractor shall excavate the site in such manner as to preserve the artifacts encountered.

7. Protection of Streams, Lakes, Ponds, and Reservoirs. The contractor shall take sufficient precautions to prevent pollution of streams, lakes, ponds, sinkholes and reservoirs, with fuels, oils, bitumen, calcium chloride, or other harmful materials. The contractor shall schedule and conduct his operations to avoid or minimize siltation of streams, lakes, ponds, sinkholes, and reservoirs. In areas particularly subject to erosion, the contractor shall, subject to the approval of the engineer, conduct his operations in such manner to reduce exposure of the uncompleted portions of the project to the shortest time practicable.

8. Responsibility for Claims for Damage. The contractor shall indemnify and save harmless the city, its officers, agents and employees from all claims or suits made or brought for injury to persons or property caused by the contractor's negligence or his failure to perform the work in accordance with the plans and specifications. The city may retain from any payment due or to become due the contractor such sums as are deemed necessary to protect the city's interests until all such claims or suits have been settled or disposed of and suitable evidence to that effect furnished to the city.

In the event that a citizen makes a claim against the contractor or subcontractor, then the contractor shall do the following:

- a. Investigate a claim within a reasonable period of time when notified by a citizen or the city of Branson.
- b. Within 5 days after completing the investigation, the contractor shall notify in writing the person making the claim that the contractor is approving or denying the claim or a part thereof. The city shall receive a copy of the written notification.
- c. Assure that claims shall not be denied for frivolous reasons.

In the event the city of Branson determines after notification by a citizen that the contractor has failed to comply with the above provisions and after notifying the contractor and determining that the contractor has failed to comply with the above provisions, the city of Branson may, in its discretion, withhold payment to the contractor until the provisions set forth above are complied with.

9. Use of Explosives. Explosives shall not be used in the prosecution of the construction work.

10. Contractor's Responsibility for Work. Until the city accepts the work, it shall be in the custody and under the charge and care of the contractor. The contractor shall rebuild, repair,

restore, or make good, at his expense, any lost or stolen city-owned material, and all injuries or damages to any portion of the work before its completion and acceptance, caused by the action of the elements or from any other reason. Issuance of a pay estimate on any part of the work done will not be considered as final acceptance of any work completed up to that time. The city may, in its discretion, make such adjustment as it considers being proper for damage to the work due to unforeseeable causes beyond the control of the contractor, and without fault or negligence on the part of the contractor.

11. Contractor's Responsibility for Subcontractors. The contractor shall be as fully responsible to the city for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to the work, to bind all subcontractors to contractor by all the terms set forth in the contract with the city insofar as applicable to the work of subcontractors, and to give contractor the same power regarding termination of any subcontract as the city may exercise over contractor under any provision of the contract or contract documents. Nothing contained in the contract shall create any contractual relation between any subcontractor and the city or between any subcontractors.

12. Contractor's and/or Subcontractors' Insurance. The contractor and/or the subcontractor responsible to the general contractor, shall furnish evidence of insurance to the city of Branson by means of a certificate properly executed by a qualified agent or representative of the insurance company for the following types of coverage: (The insurance policy must be furnished to the city prior to approval of the contract for the coverage required under paragraph e).

- a. Worker's Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million and no/100 Dollars (\$1,000,000.00), including occupational disease provisions for all employees of the contractor and sub-contractor.
- b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. The policy shall meet the scope or extent of the city's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo (Supp 1995). The City of Branson must be named as additional insured. Blasting operations shall not be performed unless and until the Contractor has obtained and furnished to the Engineer a certificate of blasting coverage properly executed by a qualified agent or representative of the insurance company. In case the insurance company has no local agent, a telegraphic certificate may be accepted.
- c. Automobile Liability Insurance with a company authorized to do business in the State of Missouri covering bodily injury and property damage for owned, non-owned and hired vehicles, with respect to injuries and/or death of any one person in a single accident or occurrence. The policy shall meet

the scope or extent of the city's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo (Supp 1995). The City of Branson **must** be named as additional insured. The policy must also specify that the Contractor or his employees and/or the subcontractor's employees operating their own vehicles for business reasons applicable to the performance of their work whether involved in operations pertaining to the performance of the contract for the City, will be protected by a non-ownership and hired automobile liability policy with limits as described above for automobile liability and property damage.

- d. All of the above coverage described pertaining to Worker's Compensation, Public Liability, Automobile Liability and Non-Ownership and Hired Car Liability requiring certificates of insurance to the City must specifically provide that "no changes of coverage will be made in the contract nor will any coverage be cancelled or altered without a thirty (30) day notice of cancellation or alteration being mailed to the City Clerk Compliance Officer, City of Branson, Missouri by registered mail."
- e. Scope of Insurance and Special Hazard. The insurance required under Subparagraphs b and c hereof shall provide adequate protection for the contractor against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, and against any special hazards which may be encountered in the performance of this contract.

NOTE: Subparagraph "e" is construed to require the procurement of contractor's protective insurance (or contingent public liability and contingent property damage policies) by a general contractor whose subcontractor has employees working on the project, unless the general public liability and property damage policy (or rider attached thereto) of the general contractor provides adequate protection against claims arising from operations by anyone directly or indirectly employed by contractor.

- f. The Contractor shall furnish the City, prior to approval of the contract, the policy as specified in this section and satisfactory proof of carriage of all the insurance required by this contract. NOTE: It is the sole responsibility of the Contractor to furnish current insurance certificates if expiration dates do not coincide with the beginning and ending dates of this contract. Current insurance certificates are also required for any additional renewal periods covered by this contract. Any failure to maintain insurance coverage shall not relieve any contractual responsibility or obligation or liability under the contract documents. Renewal certificates for this contract must be faxed to the City of Branson Compliance Officer, 110 W. Maddux, Branson, MO 65616.
- g. The contractor agrees to defend, indemnify, and save the city harmless from and against all claims, suits and actions of every description, brought against the city and from all damage and costs by reason or on account of any injuries or damages received or sustained by any person or persons, or their

property, by contractor, its servants, agents or subcontractors in the construction of said work, or by any negligence or carelessness in the performance of same, or on account of any act or omission if contractor, its servants, agents, or subcontractors, or arising out of the award of this contract to contractor.

- h. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo. (Supp 1995) is broadened or increased during the term of this contract by legislative or judicial action, the City may require Contractor, upon ten (10) days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. The sovereign immunity limits for Missouri public entities is calculated by the Missouri Department of Insurance as of January 1st each calendar year and published annually in the Missouri Register pursuant to Section 537.610 RSMo. (see <http://www.insurance.mo.gov/industry/sovimunity.htm>). Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.
- i. Unless otherwise specifically indicated in the contract documents, no deductibles will be permitted with respect to any of the above-described policies.

Contractor shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the contract documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all work at the site shall be performed during regular working hours, and contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without director of public works written consent given after prior written notice to director of public works.

13. Protection of Traffic Signs. The contractor shall notify the traffic engineer 24 hours in advance before moving or removing any traffic sign. Any traffic signs the traffic engineer allows to be removed and not immediately re-erected shall be stored by the contractors and maintained in the sign's original condition. Any sign or post damaged by the contractor shall be replaced immediately by the contractor.

G. PROSECUTION AND PROGRESS

1. Time for Completion. The time for completion of the work is specified and is an essential part of the contract. The beginning of the time for completion of the work will be based upon the date established in the "Notice to Proceed." Time for completion will be expressed in calendar days or by a

specific date. This time for completion has taken into account the normal number of days expected for inclement weather. Time for completion of the work shall include time necessary for the contractor to complete "punch list" items determined in the final review prior to final payment. The contractor will not be entitled for any extension of time due to unsuitable weather conditions.

2. Extension of Time. The director of public works or his duly appointed representative may make allowance for time lost due to causes that, in his opinion, justifies an extension of time. If the contractor claims an extension of contract time on the grounds that he is unable to work due to causes beyond his control, written notice of intention to claim an extension of contract time on the above grounds shall be filed with the director of public works at the time the cause or causes occur. The claim shall be filed in writing within 30 calendar days after the claimed cause for the delay has ceased to exist and shall include a statement of the reasons for the delay, proof to establish the claim, and a statement of the number of days the contractor was delayed.

3. Continuous and Diligent Operation. All work shall progress in a continuous and diligent manner. Random scheduling of operations by the contractor will not be tolerated. The director of public works has final authority to determine if the contractor is progressing in a prudent manner and at his discretion can require the contractor to proceed with construction.

4. Lines and Grades All work shall be done to the lines, grades, and elevations indicated on the drawings.

5. Relocation of Utilities Any necessary relocations or adjustments to water or sanitary sewer facilities shall be made by the contractor. This shall include trunk or interceptor sewer lines and appurtenances as well as house laterals and all water distribution mains. Any adjustment or removal and replacement, which may be required in order to carry out the normal prosecution of the work, shall ensure that the sewer or water facility will be left in as good or better condition than existed at the initiation of this project.

Any adjustment or removal and replacement called for under this provision will not be recognized as a basis of claim by the contractor for additional compensation unless such items are set forth in the schedule of the proposal as bid items. In general, the moving of other utilities, where in conflict with the improvement, will be done by the respective controlling utility at its own expense and at no cost to the contractor. The work by these utilities may be completed before the contractor progresses to the points affected. Under some circumstances, however, the work of the utilities may have to be performed during the contractor's construction. It shall be the responsibility of the contractor to coordinate his work with that of the utility so as to cause the least possible delay in the work. No utility, public or private, shall be moved to accommodate the contractor's equipment or his method of operation when such utility does not interfere with the improvement under construction or to be constructed unless all costs of such removal and replacement, when permitted, will be paid for by the contractor.

Where utilities are affected by other City Ordinances, codes, or requirements, such ordinances, codes, or requirements shall be recognized and followed.

6. Temporary Suspension of Work. The director of public works has authority to suspend work wholly or in part for such period or periods as he may deem necessary due to the failure of the contractor to correct conditions unsafe for the workmen or general public; when weather or other conditions are such that in the judgment of the director of public works the work may be done at a later time with

advantage to the city; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the work; for failure on the part of the contractor to comply with any of the provisions of the contract; or for any other condition or reason deemed to be in the public interest. Should it become necessary to stop work for an indefinite period, the contractor shall store all materials in a manner that will protect them from damage and will not unnecessarily obstruct traffic; shall take every precaution to prevent damage to or deterioration of the work performed; and shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc.; and by erecting temporary structures where necessary. The contractor may suspend work for reasonable cause upon the written approval of the engineer. Liquidated damages shall not accrue during the period in which work is suspended by approval of the engineer unless such suspension is due to the failure of the contractor to comply with the provisions of the contract. If work has been discontinued, the contractor shall notify the director of public works in writing at least 48 hours before resuming operations.

7. Termination. The city reserves the right to terminate the contract by giving at least five (5) days' prior written notice to the contractor, without prejudice to any other rights or remedies of the city should the contractor be adjudged a bankrupt, or if contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for contractor or for any of its property, or if contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the city or fail to observe or perform any provisions of the contract.

8. City's Right to Proceed. In the event the contract is terminated pursuant to Paragraph G-7, then the city may take over the work and prosecute the same to completion, by contract or otherwise, and contractor and its sureties shall be liable to the city for any costs over the amount of the contract thereby occasioned by the city. In any such case the city may take possession of and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the city under any other provisions of the contract, city ordinances, and state and federal laws.

9. Cleanup. It is intended that cleanup shall follow closely after and at the same rate as construction. Contractor shall commence cleanup operations within fifteen (15) calendar days after beginning work on the project, unless otherwise directed by the director of public works. If, in the opinion of the director of public works, a hazardous, unsafe, or nuisance condition exists, the director of public works may order cleanup operations to commence immediately. At the completion of the work, the contractor shall clean any street right-of-way or other area occupied by him in connection with the work of all rubbish, excess materials, temporary structures, barricades, equipment or other such object. All parts of the work shall be left in a neat and presentable condition, ready for use. Payment for final cleaning up will be considered as included in the price bid for the various other items of work and no additional payment will be made.

10. Liquidated Damages for Failure or Delay in Completing Work on Time. The director of public works may, at his discretion, deduct an amount set out in the bid form for each and every calendar day contractor fails or refuses to prosecute the work, or any separable part thereof, with such diligence as will insure the completion by the time above specified, or any extension thereof, or fails to complete the work by such time, providing that the city does not terminate the right of contractor to proceed. The contractor agrees that such stipulated damages are a reasonable measure of the city's damages for delay and are not intended as a penalty, and contractor agrees to be stopped from asserting any argument of

position to the contrary. The director of public works is authorized to deduct such liquidated damages from any amount otherwise due under this contract.

11. Progress Schedule. At the preconstruction meeting the contractor shall submit to the director of public works a progress schedule showing the proposed sequence of work, and how the contractor proposes to complete all of the pay items within the time specified. No work may begin without this schedule being approved.

H. MEASUREMENT AND PAYMENT

1. Basis for Payment. Contractor will be paid for items actually constructed at the unit price bid for each item listed in the schedule of the proposal or for such extra work as may be authorized and approved by the director of public works. The cost of incidental work not listed in the schedule of the proposal but necessary for the completion of the project will be considered as included in the price bid for the various other items of work.

2. Extra Work. Extra work performed in accordance with the requirements and provisions of this Chapter will be paid for at the unit prices, lump sum or as per the force account procedure stipulated in the order authorizing the work.

3. Acceptance and Final Payment. Final payment will not be made to the contractor until the project is inspected and accepted by the director of public works and all requirements of the contract documents are found to have been carried out.

SPECIAL PROVISIONS FOR ELEVATOR MODERNIZATION

The following is intended to identify the special provisions to modernize the existing elevator and provide for a code compliant elevator and elevator equipment room, as well as describe what is to be reused, refurbished, and/or replaced.

Elevator State ID: A2276-1

Type of Elevator: Dover Hydro Passenger

Capacity: 4,500

Component Recommendations

Controller, Power Unit, Jack, Car, Hoist Way, Pit, Door Equipment, Car Fixtures, Hall upgrades, Cab-Interior Upgrades, and Recommended Add-Ons.

This shall include meeting the International Building Code 3001.2 Emergency elevator communication systems for the deaf, hard of hearing and speech.

The contractor will provide recommendations for the components to be replaced or refurbished.

- A. **Controller:** Provide new or refurbished controller designed to control the starting, stopping, acceleration and deceleration of the elevator. It shall contain means for protection from excessive current to the motor. The controller shall automatically remove power, apply the brake electrically, and bring the elevator to rest in response to the operation of any of the protective safety devices. Electro-mechanical contactors shall be used to provide code required safety circuit protection. These contactors shall be mounted on a vibration absorbing panel to eliminate or reduce vibration to the logic portion of the controls. The contactor shall not be used to interrupt heavy currents during normal operation. Normal contactor action shall be done at zero current. All switches and contactor shall be mounted for easy access, and only approved rated contactors shall be used.

All control wiring shall be neatly formed and properly secured. The wiring shall be of the flame-resistant type. The terminals shall have suitable means of identification to facilitate testing and repairs. The identification markings shall be coordinated with identical markings on the wiring diagrams.

No mechanical timers shall be used. All timers shall be of the electronic type and field adjustable. The circuits at the terminals shall be arranged so accidental grounding does not defeat the safety circuits. The terminals shall be arranged to prevent adjacent terminal shorts that will eliminate a safety device circuit. All power supplies shall be properly filtered. Short circuit protection shall be provided.

- B. **Power Unit:** Provide new or refurbished pump unit, including valve, tank, motor, and pump. Sound isolation pads shall be installed beneath the machine bedplate to reduce vibration and noise transmission to the building structure. Mount the pump unit on sound isolation pads and provide complete sound isolation from the building in all directions. Provide pump unit from basis of design manufacturer Elevator Equipment Company (EECO), or another comparable, approved equipment vendor.

C. **Car:** All frame members shall be checked for proper fastenings, and missing fastenings shall be replaced with proper fastenings for the intended use. When required, a balance frame shall be provided to allow for proper balancing of total assembly after all equipment and cables are attached in place. The balancing assembly shall be such that it can be mounted and contain adequate weights to keep pressure on roller guides to under fifty pounds of force per roller after balancing the assembly at the midpoint of the hoist way. The elevator shall be located at the midpoint of travel and the top roller guide removed or loosened so they do not touch the rails and the car balance checked and adjusted.

D. **Hoist Way:** The existing door hanger and tracks shall be replaced for each hoist way entrance.

Hoist way Limit Switches: New normal and final terminal stopping switches shall be provided at each terminal. The actuating levers shall have roller with rubber or other composition tread to provide silent operation when activated by the cam. The terminal stopping switches shall provide and cause the elevator to stop automatically from any speed obtained under normal operation at a distance within the top and bottom over travel distances, independent of the normal operating devices. The current elevator has a terminal motion switch box and a cam. Should this be reused, the cam must be checked to be sure it is straight, and a new roller with a resilient surface is provided on the box arm for silent operation. Actuation of the final switches shall cause the elevator controls to remain inactive and prevent any further operation until the elevator has been manually caused to move away from limits.

E. New stop switches shall be provided in the elevator pit at the entry point and pit access ladder; the switch shall be accessible from the pit access door or pit ladder. Adequate switches to comply with code requirements are to be provided. The switches shall be so connected as to cause all power to be removed from the elevator controls circuits causing the elevator to stop and remain stopped when the switch is activated. The switches shall contain guards to prevent accidental tripping action.

F. **Pit:** An emergency stop switch shall be located in the pit accessible from the pit access door.

G. **Door Equipment:** Install a new closed loop door operator. Car and hoist way doors shall be power operated by means of a closed loop door operator mounted on top of the car designed to give consistent door performance with changes in temperature, wind or minor obstruction in the door track. The system continually monitors door speed and position and adjusts it accordingly to match the predetermined profile. Install a new solid state, infrared passenger protection device on the car door. Elevator doors shall be provided with a reopening device that will stop and reopen the car door(s) and hoist way door(s) automatically should the door(s) become obstructed by an object or person. New interlocks will be installed. The interlocks shall prevent operation of the elevator unless all doors for that elevator are closed and shall maintain the doors in their closed position while the elevator is away from the landing. The present car door tracks and hangers shall be retained and inspected for proper alignment. Any adjustment required will be accomplished. The present hoist way entrances will be retained. The present hoist way doortracks and hangers shall be retained. Folding hoist way door restrictors shall be installed.

- H. **Car Fixtures:** Replace the existing front return panel with a new front return panel. The return panel shall incorporate the full car operating panel and shall have the proper type of fastenings to prevent any noise when in a full locked position.

The panel shall contain floor call buttons corresponding to the number of floors served, plus the standard devices of door open, door close, alarm button, emergency stop button, fan switch, and light switch at a minimum.

The standard required cluster of devices, to comply with handicapped accessibility requirements, shall be located at a centerline height of thirty-five inches from finished cab floor. All standard required devices and floor call buttons shall also be located at a height to meet accessibility requirements and have accessible indications on the buttons or adjacent to them.

Appropriate firefighter's service key switch, light jewel, and fire/call cancel button shall be provided in car operating panel, under a locked panel.

An emergency light unit shall be either included in the car operating panel, or located elsewhere in the car enclosure, to provide the required illumination when normal power to the elevator is lost. A test button shall be provided in the car operating panel to test the emergency light. Should the light lens be in the car panel, it shall be a flush lens.

A digital position indicator shall be provided in the car operating panel. The position indicator shall provide a clear display showing the location of the elevator in the hoist way. The illuminated indicator shall be a minimum of three inches in height.

Appropriate key switches for operating functions of the system shall be provided, and clearly identify their function. The finish of the panel shall be a #4 stainless steel finish.

- I. **Hall Upgrades:** New lantern light shall be of adequate intensity to clearly indicate the direction of travel. The gong shall be replaced with a synthetic type of sound that is adjustable to obtain the desired level of sound in the corridor when the lantern is illuminated. The lantern shall illuminate and the gong sound as the elevator responds to a landing call. The lantern shall remain illuminated until the doors start to close. The lantern shall not illuminate, and the gong shall not sound when the elevator is operating under a condition where corridor calls are not accepted for a response.

- J. **Cab Interior Upgrades:** The Contractor shall provide individual pricing to refurbish the cab interiors of each elevator. Pricing shall include all products and labor to complete the cab interior refurbishment.

- K. **Recommended Add-Ons:** The Contractor shall provide an itemized list of any add-ons or upgrades to meet the new building codes for added safety.



Otis Elevator Company

BID CLARIFICATIONS

Address all inquiries to:

Kyle George
Otis Elevator Company
1100 W Cambridge Circle Dr. Ste. 100
Kansas City, KS 66103
Phone: (913) 209-5958

Date: August 1st, 2023

To: City of Branson, MO
110 W Maddux
Ste. 310
Branson, MO 65616

CC: N/A

Job:
Branson City Hall
110 W Maddux
Branson, MO 65616

We are pleased to submit our proposal for the upgrade and maintenance of the elevator located at **Branson City Hall** in accordance with RFB 2725-01 prepared by the City of Branson, MO with the following clarifications.

Our bid is based on mutually agreeable terms, conditions, and schedule negotiated between the City of Branson, MO and Otis Elevator Company. This pertains to both the construction contract and maintenance contract forms.

SPECIAL PROVISIONS FOR ELEVATOR MODERNIZATION

Component Recommendations

Otis base bid includes a refined scope of work attached titled, "Exhibit A" that shall supersede any discrepancies in scope of work.

D. Holstway

Otis base bid does not include replacement of holstway tracks and hangers.

J. Cab Interior Upgrades

Otis base bid includes an allowance of \$20,000 for interior upgrades to be completed, finishes to be selected by owner. 60% of allowance shall be allocated for materials and 40% will be allocated toward labor to install.

K. Recommended Add-Ons

Otis base bid does not include work by others. The following applicable work will need to be provided by building ownership to meet state of MO requirements. Otis shall assist in coordination of work.

1. **AIR CONDITIONING** - Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 45oF and 90oF. The relative humidity should not exceed 85 percent non-condensing.
2. **BUILDING POWER** - Provide electrical power for light, tools, hoists, etc. during installation as well as electric current for starting, testing and adjusting the elevator. Power of permanent characteristics to be provided to properly operate all of the elevators concurrently scheduled to be modernized. Power must be a 3-phase 4 wire system with ground and bonded disconnects. Grounded leg delta systems are not acceptable.

3. SMOKE & HEAT SYSTEM - Provide a smoke and heat detector system, located as required with wiring from the sensing devices to each elevator controller.
4. SPRINKLERS - Provide code compliant sprinkler system, as required, in the hoistway, pit and machine room.
5. CUTTING & PATCHING - Do any cutting, (including cutouts to accommodate hall signal fixtures, entrances and/or machine room access) patching and painting of walls, floors or partitions.
6. main disconnect - Provide a fused lockable disconnect switch or circuit breaker for each elevator per the National Electrical Code with feeder or branch wiring to the transformer. Size to suit elevator contractor. Provide a SHUNT TRIP disconnect, as required, if sprinklers are being provided. Provide suitable connections from the main disconnect to the elevator control equipment.
7. GROUND WIRE – Provide a properly sized ground wire from the elevator controller(s) to the primary building ground.
8. car light power supply & disconnect - Provide a 120 volt AC, 15 amp, single-phase power supply with fused SPST disconnect switch for each elevator, with feeder wiring to each controller for car lights.
9. REMOTE MONITORING POWER SUPPLY & DISCONNECT - Provide a separate 120 volt, 15 ampere single phase-phase power supply with a SPST with a fused disconnect switch or circuit breaker for remote monitoring capable of being locked in the open position.
10. REMOTE MONITORING MAINTENANCE TELEPHONE LINE REQUIREMENTS - Provide one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at a dispatching center. The telephone line may be either a separate line dedicated to the remote monitoring maintenance equipment or may be an existing line that is shared between another telephone and the remote monitoring maintenance equipment.
11. information display power supply & disconnect - Provide a separate 120 volt, AC, 15 amp, single-phase power supply with fused SPST disconnect switch with duplex outlets in the machine room or other locations as required, for information display terminal and controller of information display when provided. Also provide one (1) pair of shielded/twisted conductors between controller and machine room.
12. VIDEO DISPLAY POWER SUPPLY & DISCONNECT - Provide a separate 120 volt AC, 15 amp, single-phase power supply with fused SPST disconnect switch with duplex outlets in the machine room and lobby or other applicable application, for power to each elevator video display panel and controller when a display system is provided.
13. ECA/FUZZY CONTROLLER POWER SUPPLY & DISCONNECT - Provide a 120 volt AC, 20 amp, single phase power supply with a fused SPST disconnect switch in each machine room, with feeder wiring to each ECA/Fuzzy logic controller. One system per machine room is required.
14. REMOTE PANELS = Provide required conduit, with adequate pull boxes and ells from the elevator hoistway(s) to the location or locations required to facilitate the installation of Lobby Panels, Fire Control Room Panels or Elevator Monitoring Systems. Size and number as specified by Otis. Leave a measured pull tape in the conduit. Otis to furnish and pull required conductors.
15. STANDBY POWER REQUIREMENTS - Provide a standby power unit and a means for starting it that will deliver sufficient power to the elevator disconnect switches to operate one or more elevators at a time at full-rated speed. Provide a transfer switch for each feeder for switching from normal power to standby (emergency) power and a contact on each transfer switch closed on normal power supply with two wires from this contact to one elevator controller. Provide a means for absorbing power regenerated by the elevator system when running with overhauling loads such as full load down.
16. LIGHTING - Any modification or installation of lights and/or GFI electrical outlets in the machine room, secondary level and/or pit to be performed by others. Provide sufficient lighting in the buildings common areas to facilitate a safe working environment.

17. PROJECT BEING "DRIED-IN"- Work, as required, to keep the elevator lobbies, hoistway, machine room and storage area "dried-in" for the entire length of the project.
18. MACHINE ROOM ACCESS - Provide a self-locking and self-closing door for the elevator machine room. Access door to be adequately sized to accept our equipment. Modify machine room access, as required, to comply with code and facilitate safe egress of all equipment.
19. FIRE EXTINGUISHER - Provide fire extinguisher in elevator machine room.
20. NON-ELEVATOR MATERIAL IN HOISTWAY - Remove or encapsulate, as required, any non-elevator related pipes or wiring located in the elevator machine room or hoistway.
21. HOISTWAY VENTILATION - Provide code compliant hoistway ventilation. Code requires a means to prevent the accumulation of hot air and gasses at the top of the hoistway. Pressurizing the hoistways, or providing vents from the top of the hoistway to the outside of the building usually accomplishes this. Vents shall not be less than 3 1/2% of the area of the hoistway nor less than 3 sq. ft. for each elevator car, whichever is greater. You may not vent the hoistway to the machine room. If the hoistway vents must run through the machine room, they must be enclosed in a fire rated structure and not violate clearances around our equipment.
22. SIDE COUNTERWEIGHT GUARDING – Provide and install guarding of counterweights in a multiple elevator hoistway as required, when a counterweight is located between elevators, the counterweight runway shall be guarded on the side next to the adjacent elevator. The guarding must meet or exceed the requirements of ASME A17.1 – 2007, section 2.3.2.3.
23. HOISTWAY LEDGES - Provide a 75-degree angle constructed of a non-combustible material on all ledges that are 2" or greater in the hoistway, excluding multi-hatch divider beams.
24. SUMP HOLE GRATING - Provide a flush grating over the sump hole located in the elevator pit.
25. WORK BY OTHERS SCHEDULING – All "Work by Others" must either be completed prior to our manning the job or be properly scheduled as to not obstruct the progress of the project.
26. ASBESTOS – Should any asbestos be found to be present in the building which is related to any of our work, it shall be the responsibility of others to abate, contain or prepare the workplace as safe for our employees to work within or about. Otis will not be responsible for working with asbestos which may be disturbed or uncontained. Otis will not be responsible for any costs associated with delay of the job should asbestos be detected or require addressing by others for us to proceed. This includes but is not limited to re-mobilization charges which may be applied.
27. CONFINED SPACES - The machine room, hoistway, pit, and mezzanine ("Elevator Spaces") may be considered Permit- Required Confined Spaces as defined by the Occupational Safety and Health Organization ("OSHA"), 29 C.F.R. § 1910.146(b) and § 1926 Subpart AA. Otis has a documented process to control or eliminate hazards and classify such Elevator Spaces as non-permit required confined spaces. In the event that the customer/general contractor or unique site conditions or hazards (such as chemical manufacturing sites) require Otis to handle such Elevator Spaces as Permit-Required Confined Spaces, the customer/general contractor will be responsible for supplying, at its expense, all resources, including monitoring, permitting, attendants, and rescue planning associated with handling such Elevator Spaces as Permit-Required Confined Spaces. The customer/general contractor is required to inform Otis of all known or potential hazards related to Elevator Spaces that Otis may be required to access prior to Otis performing any work in such spaces. Further, the customer/general contractor is required to communicate any changes in the conditions associated with such Elevator Spaces or activities in or around such spaces that could introduce a hazard into such spaces.

28. STORAGE - Provide dry, protected and secure storage space adjacent to the hoistway(s). Otis shall be compensated for material delivered that is stolen or removed from the jobsite.
29. DISPOSAL The disposal of removed elevator components; machines, controllers, ropes, hydraulic fluid, oils, buffers and packing materials from the new equipment and any and all related materials shall be the sole responsibility of the Owner. If a dumpster is provided on site, we will deposit waste materials in the dumpster or at an agreed upon on-site location for removal by the owner.
30. PIT LADDERS - Provide a pit ladder, as required, in each pit that does not have walk in access doors. Ladder shall extend 48" above first landing access door.
31. OPERATING ELEVATORS FOR OTHER TRADES – If we are required to operate an elevator to facilitate the work of other trades (i.e. sprinklers, smoke sensors, ledges, etc.) then we shall be compensated for this lost time and the project schedule shall also be modified.
32. ADDITIONAL STOPS/OPENINGS - Extend the existing hoistways and add additional landing (s) and new machine room. Hoistway and machine room shall be constructed in accordance with applicable building codes and ANSI A17.1
 - a. Ledges over 2" wide shall have a 75O bevel on top. (Except separator beams) Hoistway shall be fire rated and may require patching of holes. No other pipes or electrical conduit not associated with the elevator equipment are allowed in the hoistway. Power feeders may not run up the hoistway, except by special permission of the governing authority, and shall not contain splices or junction boxes in the hoistway.
 - b. Provide crane to bring new material and removal of the machine room equipment to new machine room.
 - c. Provide temporary roof as required to provide continuously dry hoistways and machine rooms.
 - d. Perform all demolition of old machine room slab and structure. Protect existing elevator cars and equipment from demolition damage, dust and debris.
 - e. Supply new machine beams and beam supports per reactions supplied by Otis.
 - f. Provide new machine room slab to suit reactions. Remove any construction forms, scaffold or decking from hoistway not placed by Otis. Cut and patch hoistways as required to provide a legal hoistway.
 - g. Provide, maintain and remove any temporary barricades per OSHA or local authority requirements and furnish barricades to protect the public from access to construction areas.
 - h. Supply and install adequate support for guide rail fastening, including separator beams were required.
 - i. Provide adequate fastening for hoistway entrances and sills.
 - j. Provide finished floor elevation reference height at time of installation of new entrance sills
 - k. Provide legal access to new machine room (and temporary access per OSHA requirements during construction).
 - l. Grout or finish blocking of new entrances to provide a fire rated enclosure.
 - m. Provide hoist beams over each elevator hoistway in machine room rated to hoist elevator machines.

n. Finish painting of new hoistway entrances shall be by others, if prime entrances are selected.

- **END OF CLARIFICATIONS** -

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30

Section 110
TANEY COUNTY

In accordance with Section 290.282 RSMo, 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 500, Jefferson City, MO 65102-0500. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 440, Jefferson City, MO 65102-0440 pursuant to 9 CSR 20-6.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ March 10, 2023

Last Date Objections May Be Filed: April 10, 2023

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
TANEY County

Section 110

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$31.28
Boilermaker	\$22.72*
Bricklayer	\$51.67
Carpenter	\$46.72
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$38.58
Plasterer	
Communications Technician	\$22.72*
Electrician (Inside Wireman)	\$43.03
Electrician Outside Lineman	\$22.72*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$22.72*
Glazier	\$41.76
Ironworker	\$64.50
Laborer	\$38.93
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$22.72*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$22.72*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$22.72*
Plumber	\$51.44
Pipe Fitter	
Roofer	\$22.72*
Sheet Metal Worker	\$22.72*
Sprinkler Fitter	\$64.39
Truck Driver	\$22.72*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting Minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMO Section 290.210.

Heavy Construction Rates for TANEY
County

Section 110

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$51.95
Millwright Pile Driver	
Electrician (Outside Lineman)	\$22.72*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$43.25
General Laborer	
Skilled Laborer	
Operating Engineer	\$56.16
Group I	
Group II	
Group III	
Group IV	
Truck Driver	
Truck Control Service Driver	\$22.72*
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation.

For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May; July
fourth;
The first Monday in September; November
eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.