

AN ORDINANCE APPROVING THE CONTRACT WITH DARRELL BIRDSONG D/B/A BURNINGBIRD WELDING FOR THE BRANSON LANDING BLVD. & VETERAN'S BLVD. BRIDGE RAILING MAINTENANCE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson desires to contract with Darrell Birdsong D/B/A Burningbird Welding for the Branson Landing Blvd. & Veteran's Blvd. Bridge Railing Maintenance ; and

WHEREAS, Darrell Birdsong D/B/A Burningbird Welding has been recommended for approval by staff; and

WHEREAS, the Board of Aldermen desires to approve the contract.

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 contract with Darrell Birdsong D/B/A Burningbird Welding for the Branson Landing Blvd. & Veteran's Blvd. Bridge Railing Maintenance as specified in the related specifications and substantial conformity with the terms shown on Exhibit "1" attached in the amount not to exceed \$140,776.75 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 2: 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 3: 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:

C2023-0198



CITY OF BRANSON, MISSOURI

REQUEST FOR BID (RFB)2727-16

FOR:

**Branson Landing Boulevard and Veterans Boulevard Bridge
Railing Maintenance**

BID DUE DATE:

August 16th, 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 2727-16 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 16th, 2023, for the Branson Landing Blvd and Veteran's Blvd Bridge Railing Maintenance for 2023, and then publicly opened and read aloud via teleconference. To participate, dial (314) 828-1276 and enter Conference ID: 443 848 708#. 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 repair the Bridge Railings on Branson Landing Boulevard Bridge and Veterans Boulevard Bridge.

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 16th, 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 _____

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

_____, and doing business as * _____

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 repair of the Branson Landing Boulevard Bridge and Veterans Boulevard Bridge Railing, in strict accordance with the contract documents, within the time set forth, and at the prices stated herein.

Item No	Item Description	Unit	Quantity	Unit Price	Subtotal
Option -1 Paint Railing in Place					
1	Temporary Traffic Control	LS	1		
2	Mechanically clean existing bridge railing along the Branson Landing Blvd. bridge using wire wheel, sand, soda, or ice blasting. Inspect and repair all broken or damaged panels. Apply primer after the cleaning process. Primer shall be Pit-Tech Plus 4020 PF or approved equal. Once the primer has cured, apply Pitt-tech Plus 4216hp black waterborne acrylic paint or approved equal. Two coats may be necessary to obtain proper coverage and film build.	LF	1,210		
3	Mechanically clean existing bridge railing along the Veterans Blvd. Bridge using wire wheel, sand, soda, or ice blasting. Inspect and repair all broken or damaged panels. Apply primer after the cleaning process. Primer shall be Pit-Tech Plus 4020 PF or approved equal. Once the primer has cured, apply Pitt-tech Plus 4216hp black waterborne Acrylic Paint or approved equal. Two coats may be necessary to obtain proper coverage and film build.	LF	460		
Subtotal Option -1					
Option 2- Remove Railing, Powder Coating Off-Site and Replace					
4	Temporary Traffic control	LS	1		

5	Remove existing bridge railing from the Branson Landing Blvd Bridge. Haul off-site and either sand, soda, or ice blast existing panels. Inspect and repair any broken or damaged panels. Powder coat with black gloss powder. Bake and reinstall the railing along the walkway.	LF	1,210			See Attached Bid Documents
6	Remove existing bridge railing from Veterans Blvd. bridge. Haul off-site and either sand, soda, or ice blast panels. Inspect and repair any broken or damaged panels. Powder coat with black gloss powder. Bake and reinstall the railing along the walkway.	LF	460			
Subtotal Option -2						
Option 3- Remove and Replace with New Railing Matching Existing Design and Measurements						
7	Temporary Traffic Control	LS	1			
8	Remove the existing bridge railing from Branson Landing Blvd. bridge and haul offsite. Clean, inspect and repair all connection points and install new black railing to match the existing railing. The new railing shall be primed and then finished with a gloss-black finish.	LF	1,210			
9	Remove the existing bridge railing from Veterans Blvd. bridge and haul offsite. Clean, inspect and repair all connection points. Install new black railing to match the existing railing.	LF	460			
Subtotal Option-3						
Option 4- Remove and Replace with New Aluminum Railing						
10	Temporary Traffic Control	LS	1			
11	Remove the existing bridge railing from Branson Landing Blvd. bridge and haul off-site. Clean, inspect and repair all connection points. Install new black aluminum railing matching the existing design and measurements.	LF	1,210			
12	Remove the existing handrail from Veterans Blvd. bridge and haul off-site. Clean, inspect and repair all connection points and install new black aluminum railing matching the existing design and measurements.	LF	460			
Subtotal Option-4						

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 based on the Option chosen by the City of Option 1, 2, 3 or 4 above.

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 within sixty (60) consecutive calendar days of Notice to Proceed.

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:

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

Dated at _____ this _____ day of _____, 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: Burningbird Welding

Name of Partnership

Member of Firm

Business Address of Bidder: 145 Warehouse Dr/ #6
Branson, MO 65616

Telephone No. 417-619-1506

IF A CORPORATION:

Name of Corporation

By _____
Signature & Title

ATTEST: _____

(CORPORATE SEAL)

Business Address of Bidder: _____

Telephone No. _____

If Bidder is a Corporation, supply the following information:

State in which Incorporated: _____

Name and Address of its: President _____

Secretary _____

Construction Bid Form



Owner Information

Name	<u>Jason Jones City of Branson Purchasing department.</u>
Address	<u>110 W. Maddox Ste 310, Branson MO 65616</u>
City, State ZIP	<u>MO 65616</u>
Phone	<u>417-337-8559</u>
Email	<u>jjones@gransonmo.gov</u>
Project name	<u>Branson Landing Blvd and Veterans Bridge Handrail Remediation Offsite</u>

Contractor Information

Company	<u>Burningbird Welding</u>
Name	<u>Darrell Birdsong</u>
Address	<u>145 Warehouse Dr. #6</u>
City, State ZIP	<u>Branson, MO</u>
Phone	<u>417-619-1506</u>
Email	<u>burningbirdwelding@yahoo.com</u>
Completion date	<u>TBD</u>

Scope of Work

This is the secondary option bid. This option involves the complete removal of the handrail in 3 stages. Each stage will constitute an entire run of handrail.

The process involves the the complete closing of pedestrian traffic on each bridge for a period of 2-5 weeks. This will require pedestrian traffic to be re-directed to the other bridge. Veterans BLVD Bridge south band lane will also be closte for a period of up to a week with all south bound traffic re-routed towards towards Branson Blvd Bridge. All Barricading will be provided.

Each handrail section will be individually labeled with a permanent SS embossed tag riveted into the bottom rail. The purpose of this labeling system will be to ensure that each section of handrail returns to exactly the same spot that it was removed from.

A Stage of handrail will be taken down and loaded up expeditiously and delivered to a facility in the county. Each section will be sandblasted and powdercoated. Any neccessary repairs will be performed before sandblasting. Once each stage has been sandblasted, it will transported back to the bridge area, where it will be re-installed.

The handrails will be re-installed using Stainless Steel metal screws as well as Stainless Steel Capnuts with washers. All other hardware will be stainless steel.

Not Included

Sandblasting and powdercoating of street lights. A projected cost for each lamp post will be in the \$2500-\$3500 range can be added as a change order, or bid seperately.

Burningbird Welding will assume NO liability or responsibility regarding pedestrian safety for any pedestrians who ignore or circumvent our barricading. This includes during our time onsite as Burningbird Welding and its employees do not have the civil authority to enforce the barricades beyond a warning. Burningbird Welding will be providing two layers of physical barricades with more than adequate signage. We feel that this exceeds what is being required by the RFB. It will be the City of Bransons responsibility to enforce the barricade of the pedestrian bridges when Burningbird Welding is not onsite.

Company Proposal

Billing to be addressed in Cities contract.

Darrell Birdsong

Submitted by (Company Representative)

8/16/2023

Date

Cost Breakdown

Labor Costs

Qty.	Description	Cost	Total
160	Lead/Administration/Accounting/	\$90.00	\$14,400.00
140	Laborer Man Hour (prevailing wage)	\$90.00	\$12,600.00
140	Laborer Man Hour (prevailing wage)	\$90.00	\$12,600.00
140	Laborer Man Hour (prevailing wage)	\$90.00	\$12,600.00
			\$0.00
			\$0.00
			\$0.00
Subtotal			\$52,200.00
Tax rate			0.00%
Tax			\$0.00
Grand total			\$52,200.00

Material Cost Breakdown

List of Materials and Costs

Qty.	Description	Cost	Total
2	Street Barricade	\$300.00	\$600.00
2	Pedestrian Barricades	\$300.00	\$600.00
1,000	Stainless Steel Capnuts	\$1.55	\$1,550.00
1,000	Stainless Steel Washers	\$0.65	\$650.00
1	Metal Tagging System	\$4,000.00	\$4,000.00
1,000	Sheet Metal Screws Stainless	\$0.65	\$650.00
1	PB Blaster/ Case	\$100.00	\$100.00
100	Lumber 2x4 temp. feet	\$2.00	\$200.00
1,000	Galvanized 1/4"x 1.5" lag bolts&washers for temp legs	\$0.50	\$500.00
500	Fuel	\$5.00	\$2,500.00
1	Miscellaneous tooling	\$1,000.00	\$1,000.00
			\$0.00
			\$0.00
		Subtotal	\$12,350.00
		Tax rate	0.00%
		Tax	\$0.00
		Grand total	\$12,350.00

Equipment Cost Breakdown

Equipment Rental and fuel costs

Qty.	Description	Cost	Total
1	Large Flatbed truck with crane	\$3,500.00	\$3,500.00
1	Large Flatbed Truck with trailer	\$1,500.00	\$1,500.00
1	Large Truck with trailer	\$1,500.00	\$1,500.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Subtotal			\$6,500.00
Tax rate			0.00%
Tax			\$0.00
Grand total			\$6,500.00

Sub-Contractor Cost Breakdown

Sub-Contractor Cost Breakdown

[illegible]

BID BOND

BIDDER (Name and Address):

Burningbird Welding

145 warehouse Dr. ste.#6

Branson, Mo 65616

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

OWNER (Name and Address): See Attachment

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

BID

BID DUE DATE: August, 16, 2023 at 03:00 p.m.

Project: Branson Landing Boulevard and Veterans Boulevard Bridge Railing Maintenance

BOND

BOND NUMBER: _____

DATE: (Not Later than Bid Due Date): _____

PENAL SUM: _____

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

SURETY

Burningbird Welding

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

Signature and Title

By: _____

Signature and Title
(Attach Power of Attorney)

Attest: _____

Signature and Title

Attest: _____

Signature and Title

- 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.

BID BOND

BIDDER (Name and Address):

BURNINGBIRD WELDING LLC

145 WAREHOUSE DR STE 6

BRANSON MO 65616

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

WEST BEND MUTUAL INSURANCE COMPANY

PO BOX 620976

MIDDLETON WI 53562

OWNER (Name and Address):

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

BID

BID DUE DATE: AUGUST, 16TH, 2023 at 3:00 p.m.

Project: Branson Landing Boulevard and Veterans Boulevard Bridge Railing Maintenance

BOND

BOND NUMBER: 2552964

DATE: (Not Later than Bid Due Date): 08/11/2023

PENAL SUM: 5%

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

BURNINGBIRD WELDING LLC

Bidder's Name and Corporate Seal

By: Shawn M. Shauett CFO

Signature and Title

Attest:

M. J. A.
Signature and Title

SURETY

WEST BEND MUTUAL INSURANCE COMPANY

Surety's Name and Corporate Seal

By: NIKLAS BRINCK POWER OF ATTORNEY

Signature and Title
(Attach Power of Attorney)

Attest:

Signature and Title

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.



THE SILVER LINING®

Bond No. 2552964

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Niklas Brinck

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Twenty Million Dollars (\$20,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating thereto and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest

Christopher C. Zwygart
Secretary



Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 16th day of August, 2023



Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

**ANTI-COLLUSION STATEMENT
STATE OF MISSOURI**

CITY OF Branson

Darrell Birdsong being first duly sworn, deposes and says that he is

CEO

Title of Person Signing

of Burningbird Welding

Darrell Birdsong

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: _____

CONTRACTOR'S QUALIFICATIONS

Name of firm and address with zip code

Burningbird Welding 145 Warehouse Dr. #6, Branson, MO 65616

8-15-2023

Date

417-973-3438

Area Code & Telephone

Corporation ☒ S-Corps

Partnership ☐

Sharon Sharrett / CFO

Name of Contact Person

burningbirdwelding@yahoo.com

509-598-1950

E-Mail address of contact person

Mobile Phone # of Contact Person

CONSTRUCTION CAPABILITIES: General ☒ Electrical ☐ Plumbing ☐ Mechanical ☐ Other ☒

FOR CORPORATION ONLY

Date of Incorporation

Name of State(s) in which incorporated

If not incorporated in Missouri give
Certificate of authority to do business in
Missouri

Certificate Number

Date

President's Name

Vice-President's Name

Secretary's Name

Treasurer's Name

FOR PARTNERSHIP ONLY

Is the partnership: General ☐ Limited ☒ Association ☐

Date of Organization

1.

Name and address of all parties

2. Darrell Birdsong 145 warehouse Dr. #6 Branson, MO 65616

3. Sharon Sharrett 350 woodland Dr. S. #LC Branson, MO 65616

GENERAL INFORMATION

100%

4

Taney, Stone, Christian Counties

Percent (%) of work done by

No. of permanent
Employees

Geographical limits of
operation

4

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.

NO

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

NO

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

Outback Steak House Deck/roof and bathroom remodel-\$250,000

Cheddars from Scratch Branson Stainless and steel- \$75,000

Top of the Rock Steel erection-\$50,000

Branson Aquarium Stainless Steel Railing-\$150,000

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

Rocky Shores Stainless and fencing-\$20,000

Social Birdie Steel fabrication, erection =\$300,000

City of Branson Compton WWTP Bridge-\$75,000

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

Jason Nuss, Outback , Manager, 417-294-7302

Brett Kemp, Boen Kemp Super. Cheddars 501-607-1859

Nate Ducote, Tideline Owner/ Top of the rock 561-718-0935

Matt Wishon, Ameripride owner, Rocky Shores 913-708-0792

Trey Richards, GC, Social Birdie 417-224-6068

Chase Ekstam, KCI Super, Compton 417-408-8127

Notice of Award

Date

Contractor Name and address

Project Description: Perform all work and provide materials and equipment for Branson Landing Boulevard and Veterans Boulevard Bridge Railing Maintenance.

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: _____
Michael R. Woods, Director of
Public Works/Engineering

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 Darrell Birdsong D/B/A Burningbird Welding 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: Branson Landing Boulevard and Veterans Boulevard Bridge Railing Maintenance 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 within sixty (60) days from the date of 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.

A. 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.

B. 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.

C. 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.

D. 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.

A. 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.

B. 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 Thousand Seven Hundred Seventy Six and 75/100 (\$140,776.75)

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, on or about the 15th and 30th day of each month during construction as provided in paragraphs B and C below. 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 values.

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. 95% of work completed (with the balance being retainage). If work has been 50% completed as determined by Director of Public Works/Engineering, and if the character and progress of work have been satisfactory to City and Director of Public Works/Engineering, City may determine that as long as the character and progress of the remaining work is satisfactory to them, there will be no additional retainage.

D. Upon completion, in an amount sufficient to increase total payments to Contractor to 99% of the contract price (with the balance being retainage), less such amounts as Director of Public Works shall determine, or City may withhold, in accordance with the General Conditions.

E. Final Payment. Upon final completion and acceptance of the work in accordance with the General Conditions, City shall pay the remainder of the Contract Price.

12. Interest. All monies not paid when due as provided in the General Conditions shall bear interest 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.

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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 to the 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

BURNINGBIRD WELDING

By: _____
Larry D. Milton, Mayor

(SEAL)

By: _____

(SEAL)

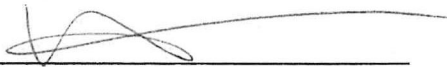
Attest _____
Hillary Briand
City Clerk

Attest _____

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

Address for giving notices:
145 Warehouse Drive, #6
Branson, MO 65616

Approved as to Form:



City Attorney

IMMIGRATION/E-VERIFY AFFIDAVIT

LONG FORM

STATE OF MISSOURI)
) ss
COUNTY OF TANEY)

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

1. My name is Darrell Birdsong (Printed Name) and I am currently the CEO (Title) of Burningbird Welding (Business Name) (hereinafter "Contractor"), whose business address is 145 warehouse Dr Ste #6 Branson, MO 65616, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

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 compliance with all requirements stated therein.

Signature, Affiant

Sharon Sharrett CEO

Printed Name, Affiant

Date

[illegible]

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:

Branson Landing Boulevard Bridge and Veterans Boulevard Bridge Railing Maintenance.

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, alternation, 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: Branson Landing Boulevard and Veterans Boulevard Bridge Railing
Maintenance

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 within 60 consecutive calendar days thereafter or _____, 2023.

BY _____
Michael R. Woods, Director of Public Works &
Engineering

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: Branson Landing Boulevard and Veterans Boulevard Bridge Railing
Maintenance

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: Branson Landing Boulevard and Veterans Boulevard Bridge Railing
Maintenance

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 to 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 ventures 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) hours' 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

Branson Landing Boulevard & Veterans Blvd.

Bridge Railing Maintenance

Purpose: The City of Branson is soliciting bids for preventive maintenance of 1,670 linear feet of existing metal railing on the Branson Landing Boulevard Bridge and the Veterans Boulevard Bridge over Roark Creek. The bridges are located .63 miles south of the Hwy. 248 and Hwy. 65 interchange just south of the Branson Landing Blvd. Roundabout.

General Provisions:

1. The bidder must provide pricing information for all labor, material, and equipment needed to complete the job.
2. The City will only pay for actual quantities ordered and received. Pricing shall be specified on the pricing page regardless of the actual quantities ordered.
3. Prior to painting, the contractor shall clean, inspect and repair all broken or cracked welds.
4. The contractor shall utilize all proper personal protective equipment (PPE) to complete the preparation and painting of the railing across the bridge including fall protection while working in open areas along the bridge.
5. The contractor shall provide traffic control that meets all federal requirements for the duration of the project. Prior to any work on site, a traffic control plan including pedestrian, vehicle, and boating traffic shall be approved by the City of Branson Public Works/Engineering Department.
6. One portable message board shall be located at each end of the work zones notifying the public of the upcoming work. These will be provided by the city one week before commencing work on the separate bridge projects.
7. Work on each bridge will need to be performed separately so that pedestrian traffic can be diverted to the adjacent bridge during the rehabilitation.
8. Utmost care must be taken to prevent material from entering the creek below the bridge. Any material that enters the waterway is the responsibility of the contractor along with any fees, fines or cleanup costs associated with the removal of material.

Option 1- Painting Bridge Railing in Place

1. Bridge railing panels shall be repaired in place by mechanical means such as sand, soda or ice blasted, or wire wheel brushes. A primer, Pitt-Tech-Plus 4020 PF "or approved equal" shall be applied. Once cured, two coats of Pitt-Tech Plus 4216 HP black waterborne acrylic paint" or approved equal" shall be applied.
2. Single-component paint shall be readily mixed at the factory.
3. The paint shall be smooth and free of water, dirt, and other foreign materials. Paint consistency shall provide even coverage and be level and free of running and streaking during the drying process. The finish coating shall be a tough, abrasion-resistant surface that performs well when exposed to the weather. All paint and primer shall meet the requirements found in section 1045 of the latest version of Missouri Standard Specifications for Highway Construction and listed on MoDOT's approved material list.

4. The contractor is responsible for the prevention and clean-up of any overspray found on concrete, streetlights, and vehicles. Any expense shall be paid by the contractor.
5. The project must be completed from start to finish within sixty days. A detailed schedule shall be provided by the contractor and be approved by the Director of Public Works/Engineering or other assigned designee.

Option 2- Remove Railing, Powder Coat Off-Site and Reinstall

1. Bridge railing panels shall be removed and hauled off-site, sandblasted, primed, and powder coated with gloss black powder coat paint. It is the contractors' responsibility for the removal/installation, and transportation of the railing to an offsite location to be sandblasted, primed, and powder coated. Powder coat paint shall be high gloss black paint.
2. The powder coat shall be a minimum of three mils thick after properly cured using an oven or infrared curing process.
3. Once the handrail has been removed the contractor is responsible for erecting and maintaining temporary handrail to protect the edge of the bridge deck.
4. The City reserves the right to inspect all materials and equipment before installation. Powder coating shall meet all testing requirements of ASTM D3451-01

Option 3- Remove Railing and Replace with New Railing Matching Existing Design and Measurements

1. The bridge railing panels must be removed and hauled off site for disposal to the Cooper Creek Wastewater Treatment Plant located at 2855 Fall Creek Rd. Branson, MO 65616.
2. Railing shall be replaced using materials that match the existing design and measurements.
3. The contractor is responsible for erecting and maintaining a temporary handrail to protect the edge of the bridge deck that remains open until the project's completion. Temporary handrail shall meet all federal regulations listed with OSHA and Federal Highway Administration.
4. The project must be completed from start to finish within sixty days. A detailed schedule shall be provided by the contractor and be approved by the Director of Public Works/Engineering or other assigned designee.

Option 4- Remove Railing and Replace with New Aluminum Railing

1. The bridge railing panels must be removed and hauled off site for disposal to the Cooper Creek Wastewater Treatment Plant located at 2855 Fall Creek Rd. Branson, MO 65616.
2. Railing shall be replaced with new aluminum railing that matches the existing design and measurements.
3. The contractor is responsible for erecting and maintaining a temporary handrail to protect the edge of the bridge deck that remains open until the project's completion. Temporary handrail shall meet all federal regulations listed with OSHA and Federal Highway Administration.
4. The project must be completed from start to finish within sixty days. A detailed schedule shall be provided by the contractor and be approved by the Director of Public Works/Engineering or other assigned designee.

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 260.262 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 569, Jefferson City, MO 65102-0569. 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 449, Jefferson City, MO 65102-0449 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.