CITY OF BRANSON, MISSOURI
PURCHASING DEPARTMENT

REQUEST FOR BID 2869-05A, 2869-05B, 2869-05C, 2869-05D
W 76 Country Blvd Streetscape – Segments 1 and 2

James Morris, Bid Coordinator
City of Branson, Purchasing Office
110 W. Maddux St., Suite 200
Branson, MO 65616

Date Issued: 8/27/2026
Buyer's Email: jmorris@bransonmo.gov
Telephone: (417) 337-8553 Ext. 1407
DUE DATE: 9/14/2026 at 1:00 PM

Addendum No. 1

Vendors are directed to the documents attached following this Addendum Acknowledgement. Vendors are solely responsible for reviewing all attached materials in their entirety and ensuring their bid submission reflects any applicable changes contained therein.

ALL BIDDERS ARE REQUESTED TO SIGN THE ACKNOWLEDGMENT BELOW AND INCLUDE WITH BIDS TO CONFIRM RECEIPT OF ADDENDUM #1

_____
Signature
Acknowledged by Bidder

End of Addendum No. 1

Addendum NO _1

8/27/2026

STATE OF MISSOURI
TODD MICHAEL CHANDLER
NUMBER PE-2012000736
PROFESSIONAL ENGINEER

ISSUED BY: *Great River Engineering*
2826 S. Ingram Mill Rd.
Springfield, Missouri 65804
(417) 886-7171
(417) 886-7591 --- FAX

DATE: August 27, 2026

FOR: W 76 Country Boulevard Streetscape Improvements,
Contracts EN7622, SNS0032 &
W 76 Country Blvd Median Improvements
Contracts TAP-9901(886) and STP-0761(023)
GRE Project 4515

The attached revisions hereby supersede all data with which they may conflict as indicated on the Drawings, Specifications and related documents issued in the original set. Each trade is responsible for changes in its work caused by changes in the work of other trades. This addendum is a part of and shall be attached to the original sets of plans and specifications for the work.

Notification: There have been no changes or addendums prior to this addendum.

CHANGES: To Contract EN7622 and SNS0032 Plans

1. Change the general utility trench key notes on Sheet U2 note B to reference 2” to 4” diameter conduits.

   See snippet below:

KEY CODES

A. GAS MAIN: Ø2"-Ø4"
B. COMMUNICATION CONDUITS: Ø2"-Ø4" PVC, MIN. 6" ABOVE NEXT CONDUIT.
C. ADDITIONAL CONDUIT FOR CITY OF BRANSON FUTURE EXPANSION INCLUDE DUAL Ø6" PVC
D. ELECTRICAL CONDUIT: 3 PHASE (600A) MAINS Ø4" PVC CONDUIT - WRVE CONFIGURATION SHOWN. LIBERTY PROVIDE (2) Ø6" PVC. SEE NOTE 7.
E. WATER MAIN: Ø8"-Ø12"
F. PROVIDE DUAL Ø2" PVC CONDUITS FOR STREET LIGHT POWER AND CONTROL.
G. PROVIDE CONDUIT FOR IRRIGATION SYSTEM. SEE IRRIGATION PLANS FOR IRRIGATION PIPING.

CHANGES: To Contracts TAP-9901(886) and STP-0761(023)

2. Change contract agreement to remove blanket retainage requirements.

    1. Revise Contract Article 10. Performance, Labor and Materials Payment Bond to read as follows:

        "10. Payment Bond. The Contractor shall furnish a Payment Bond with surety approved by the City and on the form approved by the City. The bond shall be in the total amount of the contract conditioned upon the full 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 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 payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any 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."

    2. Revise Contract Article 11. Payment Procedures, paragraph B to read as follows:

        "Prior to completion, progress payments will be made in an amount equal to the value of the work completed, 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."

    3. Delete contract Article 11. Payment Procedures, paragraphs C & D and revise E to C.

3. Delete Performance and Maintenance Bond and replace with the Performance Bond Attached.

4. Change General Conditions Section B. AWARD AND EXECUTION OF CONTRACT, section 3, subparagraph 4 to read as follows;

    "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 thirty (30%) percent of the total contract cost. A subcontractor may not subcontract any portion of his work. "

CLARIFICATIONS:

- Contractors shall contact the City of Branson Utility Department directly at hcoulter@bransonmo.gov for questions relating to the existing water system and Cc James Morris at jmorris@bransonmo.gov . Contractor shall verify location, size and functionality of the information shown.

- Prebid Meeting Comments/Minutes are attached and provided as reference for the Bidder.

ATTACHMENTS:

1. Revised Construction Contracts for TAP and STP projects.
2. Revised Performance Bond for TAP and STP projects.
3. Prebid Meeting Minutes and Comments

There are no other clarifications or changes included with this Addendum.

CONSTRUCTION CONTRACT

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

WITNESSETH: That whereas, the Contractor has become the lowest responsive, responsible bidder as determined by the City of Branson for furnishing the supervision, labor, tools, equipment, materials and supplies for the following: **W 76 Country Blvd Streetscape – STP – 0761(023)** 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 **609** calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works/Engineering within 60 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. 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 by 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 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 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 if 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/sovimmunity.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 **$8,400.00** 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 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 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:

_____

10. Payment Bond. The Contractor shall furnish a Payment Bond with surety approved by the City and on the form approved by the City. The bond shall be in the total amount of the contract conditioned upon the full 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 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 payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any 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 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 value of the work completed, 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. 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 prejudgement 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/or 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 and maintained 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. Bid Form and Bid Addendum
E. Standard General Conditions & Technical Specifications
F. Performance Bond
G. Payment and Material Bond
H. Anti-Collusion Affidavit
I. Notice of Award
J. Notice to Proceed
K. Immigration/E-Verify Affidavit
L. Annual Wage Order No. 33

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

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

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

26. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this contract, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this contract.

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

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

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

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

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

30. Occupational License. The Contractor shall obtain and maintain an occupational license with the City of Branson, Missouri, if required by City Code and any required state or federal license. The cost for this

occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.

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

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

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

34. Conflicts. This agreement is the controlling authority and any references or attachments by exhibit containing conflicting terms will be subordinate to this agreement.

35. 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

By: _____
Mayor Larry Milton

By: _____

(SEAL)

Attest _____

Address for giving notices
110 W. Maddux
Branson, MO 65616
Email:
cityclerk@bransonmo.gov

Address for giving notices:

Email:

Approved as to Form:

_____
City Attorney

CONSTRUCTION CONTRACT

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

WITNESSETH: That whereas, the Contractor has become the lowest responsive, responsible bidder as determined by the City of Branson for furnishing the supervision, labor, tools, equipment, materials and supplies for the following: **W 76 Country Blvd Streetscape – TAP 9901-886** 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 **609** calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works/Engineering within 60 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. 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 by 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 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 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 if 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/sovimmunity.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 **$8,400.00** 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 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 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:

_____

10. Payment Bond. The Contractor shall furnish a Payment Bond with surety approved by the City and on the form approved by the City. The bond shall be in the total amount of the contract conditioned upon the full 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 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 payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any 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 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 value of the work completed, 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. 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 prejudgement 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/or 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 and maintained 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. Bid Form and Bid Addendum
E. Standard General Conditions & Technical Specifications
F. Performance Bond
G. Payment and Material Bond
H. Anti-Collusion Affidavit
I. Notice of Award
J. Notice to Proceed
K. Immigration/E-Verify Affidavit
L. Annual Wage Order No. 33

*Notice to Contractors: This contract, together with the other documents enumerated in this paragraph,

forms the Contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

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

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

26. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this contract, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this contract.

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

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

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

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

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

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

occupational license has been obtained.

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

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

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

34. Conflicts. This agreement is the controlling authority and any references or attachments by exhibit containing conflicting terms will be subordinate to this agreement.

35. 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

By: _____
Mayor Larry Milton

By: _____

(SEAL)

Attest _____

Address for giving notices
110 W. Maddux
Branson, MO 65616
Email:
cityclerk@bransonmo.gov

Address for giving notices:

Email:

Approved as to Form:

_____
City Attorney

PERFORMANCE 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, a copy of which is hereto attached and made a part hereof for the project of:_____
_____
_____
as designated, defined, and described in the said contract and the conditions thereof, and in accordance with the specifications and plans.

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(s) in accordance with specifications for like improvement(s), and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the Engineer.

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).

PERFORMANCE 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, a copy of which is hereto attached and made a part hereof for the project of:_____
_____
_____
as designated, defined, and described in the said contract and the conditions thereof, and in accordance with the specifications and plans.

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(s) in accordance with specifications for like improvement(s), and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the Engineer.

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).

CITY OF BRANSON, MISSOURI
Finance Department – Procurement Division

Pre-Bid Meeting Summary

RFB 2869-10 – W. 76 Country Blvd Streetscape, Segments 1 & 2

Meeting Date: August 21, 2026

Meeting Time: 1:00 PM – 2:26 PM (Central)

Location / Platform: Microsoft Teams (video/teleconference)

Meeting Type: Mandatory Pre-Bid Meeting

Point of Contact: James Morris, Bid Coordinator & Purchasing Agent, City of Branson – 417-337-8553 ext. 1407 – jmorris@bransonmo.gov

Attendance: 25 participants logged (see Attendance Record below); attendance is mandatory for bid eligibility on this project

1. Meeting Purpose & Overview

This meeting served as the mandatory pre-bid conference for RFB 2869-10, the reconstruction of West Highway 76 (Country Boulevard) from north of Shepherd of the Hills Expressway to Harvey Lane — approximately from the Butterfly Palace to Ripley's. Michael Woods (Public Works Director) and Todd Chandler (Great River Engineering, design professional) led the meeting. This is a rebid of the project; the City incorporated contractor feedback gathered through a post-bid survey and interview process, and the plan set has been reissued with prior addenda incorporated to eliminate clouding/redlines from the previous bid documents.

The most significant change from the prior bid is the project duration, extended from 12 months to 20 months, with a two-month early-completion incentive period. The goal is to disrupt one tourist season rather than two. Scope requirements were not reduced — contractors targeting a longer duration will not be eligible for the completion bonus.

Improvements include placing overhead utilities underground, developing pedestrian corridors on both sides of the corridor, removals, excavation, sidewalk reconstruction, roadway work, lighting, water main, storm sewer, landscaping, irrigation, signage, and temporary erosion and traffic control.

2. Bid Structure & Key Dates

- Four separate bid contracts comprise this project and must all be bid together by a single contractor to be considered a responsive bid: EN7622 (locally funded), SNS0032 (Governor's Cost Share), STP, and TAP.
- Bid opening: September 14, 2026, at 1:00 PM — publicly opened and read aloud via Microsoft Teams and teleconference.
- Anticipated Notice to Proceed: October 14, 2026.
- Full 20-month schedule would complete June 14, 2028; early completion for the full incentive would be April 15, 2028.
- Progress meetings: minimum bi-weekly, potentially weekly depending on construction pace; held in person at a job trailer and/or via Teams; safety meetings also required.
- Addendum: No addenda have been issued yet. The City will issue an addendum by Wednesday, August 26, 2026, including these pre-bid meeting minutes, any additional items raised at the meeting, and — if received in time — final Liberty Utilities relocation plans (no major design changes expected, just final drawings).

3. Contract & Payment Terms

- Project is tax-exempt; the City will issue a tax-exempt certificate to the awarded contractor prior to construction.
- Prime contractor self-performance: a minimum of 30% of the work must be held/self-performed by the prime. The City acknowledged the General Conditions document incorrectly states 50% and will correct this via addendum — 30% is the accurate figure.

- Retainage applies to all four contracts (state and federally funded). Joe DiCiolla (MoDOT) clarified that under Missouri Statute 8.960 RSMO, retainage cannot be automatically applied as a matter of course or built into the bid proposal, but the PS&E may allow the owner to withhold payment for specific causes (liquidated damages, unsatisfactory progress, defective work, disputes, non-compliance, third-party claims, etc.) consistent with the Missouri Prompt Payment Act. Frank Miller (MoDOT) later posted the specific reference in the meeting chat: MoDOT Engineering Policy Guide, LPA 136.9 – Plans, Specs and Estimates (PSE).
- Pay applications follow the AIA-based format used by the City; submitted to Cheryl Harrison (Public Works). Payment dates are the 15th and last day of each month. Certified payroll and lien waivers must be submitted with each pay application.
- Because this is billed as four discrete federally- and state-funded contracts, pay applications and prevailing-wage reporting must be broken out and itemized separately by project — they cannot be submitted as a single combined invoice (required for federal/state reimbursement).
- Liquidated damages: $8,400 per day, cumulative across all four contracts combined.
- Early-completion incentive: $8,400 per day for up to 60 days (maximum incentive of $504,000).

4. Prevailing Wage

- EN7622 (locally funded contract): Missouri prevailing wage rates apply (current wage order 33).
- SNS0032, STP, and TAP contracts: the higher of Davis-Bacon or Missouri prevailing wage rates applies.
- Surveyors are considered a professional service, not a labor service, and are not subject to prevailing wage requirements (confirmed by Todd Chandler and Garen McElroy on the call).

5. Right-of-Way, Easements & Utility Coordination

- All easements have been acquired via donation; there are no outstanding parcels. Completed easement agreements are included in the bid package.
- Special right-of-way/easement conditions apply to a few properties, including Olive Garden, Wendy's (specific site completion date), the Cushman property (signed parcel), and the Sullivan property — see the Job Special Provisions.
- Utility JSPs and utility company markup sheets (new information not provided with the prior bid) are included to give contractors additional design detail on relocations.
- The contractor is responsible for trenching, bedding, and conduit installation (including pull tape for conduits 3″ and larger) for all new utilities; each utility company must inspect, approve, and accept its own vaults/boxes.
- Mike Beaty (Great River Engineering) clarified that White River Electric is providing the vaults/bases for its own utility; the contractor is responsible for providing vaults for the other utilities per their respective standards.
- The contractor must coordinate with utility companies to maintain existing service throughout construction (temporary bracing, connections, bypasses as needed).
- Gas utility work (Summit Natural Gas) by the contractor is limited to trenching only; placement of gas piping, bedding, and backfill is performed by the gas utility's own crews or licensed contractors.
- Trench spoil haul-off cost is incidental to the utility trench cost (no separate pay item). The City does not currently have an identified haul-off site — the contractor must obtain pre-approval for a site, meet all environmental requirements, and submit haul-off site certifications.

Utility Phasing Discussion

Garen McElroy (Radmacher Brothers) raised a significant scheduling concern: given the 20-month duration, it is difficult to write a feasible schedule without knowing how quickly each utility can complete relocations, since utilities cannot all work in the same section simultaneously.

- Michael Woods explained lessons learned from Segment 3, where the duct bank/conduit was installed well in advance of utilities actually moving underground (a gap of years). The intent for this project is closer, more active coordination to avoid that outcome.
- Mike Beaty confirmed the contractor will need to phase construction, including providing temporary utility connections in some areas before permanent underground work can proceed; the utility JSPs place heavy emphasis on coordinating and inspecting utility vaults. Utilities are not compensated by the City until their relocation work is complete, creating a mutual incentive to move promptly.

- Kurt Jacobsmeyer (Liberty Utilities) noted the limiting factor for pole clearance is removal of all "foreign objects" (e.g., banners) in addition to Liberty's own equipment, and that some poles are shared with White River Electric, which adds complexity. He confirmed Liberty has been coordinating with the City (Roger, Will Endicott) on a known conflict area near the hotel/Cracker Barrel and has a contingency plan; Liberty is separately relocating lines to the back of properties near Faith Life Church and that work could occur ahead of the contractor's schedule, though no firm date was given.
- Contractors were encouraged to contact utility companies directly with specific questions about clearance in the field rather than assuming an area is clear.

6. Construction Staging, Traffic Control & Site Conditions

- Contractor is responsible for identifying its own staging area within proximity to the project.
- Contractor must verify grades, lines, levels, and dimensions shown on the drawings and report discrepancies to the owner's representative (Michael Woods) before starting work; must maintain benchmarks in at least two widely separated locations.
- Site must be kept clean and organized with daily cleanup; workers must remain courteous at all times — the corridor is heavily trafficked by tourists.
- Vehicle and pedestrian access to businesses must be maintained at all times unless otherwise approved by the Public Works Director; contractor must coordinate closely with Michael Woods and Roger in the field on any exceptions.
- Night and weekend work must be pre-approved through Michael Woods, with a minimum of 72 hours advance notice given the number of hotels, apartments, and residents along the corridor (also specified in the JSPs).
- Disturbed lot corner markers must be reset by a registered land surveyor, with a certificate filed with the City confirming the reset.
- Substantial completion requires full ADA and PROAG compliance — no exceptions.
- ADA/pedestrian bypass: concrete barriers per the plans; Segment 3 traffic control equipment is available for the contractor's use for pedestrian routing (to be confirmed/documented via addendum or email if not already reflected in the plans).
- Light poles: black, powder-coated finish is required for long-term consistency along the corridor. Field touch-up with aftermarket spray paint ("rattle can") is not acceptable — emphasized by Mike Beaty.
- Crosswalk lighting: Tapco Bismarck is specified; the "Lane Light" product was confirmed as an approved alternative, resolving a question raised at the prior bid meeting.
- Removals/relocations of private improvements in the right-of-way: leave items alone unless called out on the existing conditions plan or found in conflict in the field. If a conflict is found, coordinate with the property owner; cost is incidental to the removal item.

7. Gateway & Ribbon Sculptures

- Pre-qualified/pre-approved contractors exist for the gateway and ribbon sculpture elements; their contact information is included in the bid documents, and they have already been notified about the bidding.
- The sculpture allowance is a maximum of $2.1 million, not a guaranteed amount — bidders may come in under that figure depending on the design and sculpture vendor selected. See the JSP for the gateway structure for full detail.
- Design submittals for the gateway/sculpture elements go to the BCID board for review; the board committed to returning submittals within 14 calendar days (approximately 10 business days).

8. Water System / Water Main

- Water main will be placed on the property side of the trench; all water main pipe and fittings must be restrained-joint pipe.
- New water lines are primarily intended to provide fire flow; the system will not be fully charged to capacity until the main tie-in near the Butterfly Palace at the water tower.
- Garen McElroy requested additional information via addendum on how the existing water system is fed, to help plan phasing of the water main work (citing lessons learned on a prior project, Hiawatha Heights, that had to be sequenced around unknown feed direction).

- Mike Beaty agreed to provide a schematic/map showing the existing feed and side-street tie-ins to support a street-by-street phasing plan.
- Michael Woods noted the City does not plan to make a public GIS viewer of water infrastructure available for security reasons, but will arrange a follow-up working session with City Utilities staff (Kendall) for bidders who want more detail on system operation.

9. Miscellaneous

- Substitution requests must be submitted to and pre-approved by the design professional before bid submission; unequal products will not be accepted, and no substitutions are allowed after bid opening without a written change order.
- Any changes to the contract documents may only be made via a change order or supplementary instruction from the design professional; the City will not pay for unauthorized field changes.
- Contractors who are MoDOT-certified/qualified still must complete and submit the City's one-page subcontractor qualification statement with their bid.
- The City has not released an engineer's estimate or project budget and will hold it until a successful bid is received.

10. Questions Raised & Responses

Raised By	Question / Topic	Response
Mike Beaty (GRE)	Clarification on who supplies electrical vaults/bases.	White River Electric supplies vaults/bases for its own utility; contractor supplies vaults for other utilities to their standards.
Garen McElroy (Radmacher Bros.)	How will utility coordination/timelines affect ability to write a feasible 20-month schedule?	City described lessons learned from Segment 3 and confirmed close active coordination is intended this time; contractor should expect to phase work and use temporary connections as needed (see Section 5).
Kane Thompson (Emery Sapp)	Confirm sculpture allowance is capped at $2.1M, not a fixed guaranteed amount.	Confirmed — $2.1M is the maximum allowance; bids may come in under that figure.
Garen McElroy	Is retainage held on federally funded contracts?	Yes, per the specs, retainage applies to all four contracts. Joe DiCiolla (MoDOT) later clarified the governing statute (RSMO 8.960) and permitted withholding reasons.
D&E Plumbing (Steve Eoff)	Are any of the four contracts paid strictly under City (state) wage rates vs. federal wage rates?	EN7622 (local funds) follows Missouri prevailing wage; the other three contracts follow the higher of Davis-Bacon or Missouri rates.
D&E Plumbing	Are surveyors required to be paid prevailing wage?	No — surveying is considered a professional service, not a labor service.
D&E Plumbing	If a contractor is already MoDOT-certified, is a separate qualification required?	Yes — the City still requires the one-page subcontractor qualification statement to be submitted with the bid.
D&E Plumbing	Confirm anticipated start date.	Notice to Proceed is anticipated on/around October 14, 2026.

Raised By	Question / Topic	Response
Garen McElroy	Confirm the correct minimum percentage of work the prime must self-perform (bid form says 30%, General Conditions says 50%).	30% is correct; the City will correct the General Conditions document via addendum.
Garen McElroy	Request for information on how the existing water system is fed, to support phasing plans.	Great River Engineering (Mike Beaty) agreed to provide a schematic via addendum; City will also offer a follow-up session with Utilities staff for interested bidders.

11. Action Items

- City: distribute the meeting summary, transcript, and attendance record to attendees following the meeting.
- City: issue Addendum No. 1 by Wednesday, August 26, 2026, incorporating these pre-bid meeting minutes, any additional items raised, the corrected 30% self-performance requirement in the General Conditions, and — if received in time — final Liberty Utilities relocation plans.
- Great River Engineering (Mike Beaty): prepare and provide a schematic of the existing water system feed/side-street connections to support contractor phasing plans, to be issued via addendum.
- City (Michael Woods / Utilities): coordinate a follow-up working session with Kendall (City Utilities) for bidders who want additional detail on the existing water system.
- City: follow up with KCI (Jeff May) to connect him with the appropriate contact for a grit classifier project site tour.
- All prospective bidders: confirm attendance is logged with company name, contact name(s), phone, and email in the Teams chat record or directly with James Morris — attendance is mandatory for bid eligibility.
- All prospective bidders: direct any further questions or requests for interpretation exclusively to James Morris, who will disperse them to Todd Chandler (Great River Engineering), Michael Woods, and other City staff as appropriate so all bidders receive consistent information.

Attendance Record

The following individuals and firms formally logged attendance (name, business, phone, and/or email) during the meeting. Attendance at this pre-bid meeting is mandatory for any firm intending to submit a bid on RFB 2869-10.

Name	Business	Phone	Email
James Morris	City of Branson (Bid Coordinator)	417-337-8553 ext. 1407	jmorris@bransonmo.gov
Michael Woods	City of Branson (Public Works Director)		mwoods@bransonmo.gov
Cheryl Harrison	City of Branson		charrison@bransonmo.gov
Matthew Spangler	City of Branson		mspangler@bransonmo.gov
Jennifer Moore	City of Branson	417-337-8559	jsmoore@bransonmo.gov
Matt Briand	City of Branson		mbriand@bransonmo.gov
Larry Rawlinson	City of Branson		lrawlinson@bransonmo.gov
Todd Chandler	Great River Engineering	816-519-1601	tchandler@greatriv.com
Mike Beaty	Great River Engineering	417-773-9893	mbeaty@greatriv.com
Ron Daniels	Great River Engineering	417-331-6073	rdaniels@greatriv.com
Joe DiCiolla	MoDOT Southwest (LPA Program Manager)	417-895-7638 o / 417-770-0614 c	joseph.diciolla@modot.mo.gov

Name	Business	Phone	Email
Frank Miller	MoDOT Southwest		frank.miller@modot.mo.gov
Kurt Jacobsmeyer	Liberty Utilities (Construction Planner, Hollister)		kjacobsmeyer@libertyutilities.com
Kyle Roy	Emery Sapp and Sons	417-201-1641	kyle.roy@emerysapp.com
Payton Ewing	Midwest Traffic Signal Service	417-834-1931	peytonewing@mwtss.com
Garen McElroy	Radmacher Brothers	417-209-5435	gmcelroy@rbemidwest.com
Robert Radmacher	Radmacher Brothers		
Patrick Capron	Branco Enterprises, Inc.	417-451-5250	pcapron@branco.com
Caleb Hall	Hartman & Company, Inc.		calebhall@hartmancomo.com
Steve Eoff	D&E Plumbing and Heating	417-838-2000	deplbg01@yahoo.com
Troy	Dirtworx	417-818-2497	troy@dirtworx.com
Jeff May	KCI Construction	417-350-6252	jmay@kciconstruction.com