NOTICE OF MEETING

CITY OF BRANSON

BOARD OF ALDERMEN

Special Meeting - Thursday, December 8, 2016 – 12:30 p.m.
Council Chambers – Branson City Hall – 110 W. Maddux

AGENDA

Meeting Called to Order
Roll Call

REGULAR:

1) **Administrator's Report and Review of December 13, 2016 Agenda.**

2) **First Reading of Bill No. 5093 approving the renewal of the contract with the Branson Lakes Area Chamber of Commerce and Convention and Visitors Bureau pertaining to Tourism Marketing.**

3) **First Reading of Bill No. 5094 approving a Loan Agreement and Promissory Note between the Missouri Transportation Finance Corporation, the Missouri Highways and Transportation Commission and the City of Branson.**

4) **First Reading of Bill No. 5095 accepting the proposal of Hunter Chase and Associates, Inc. pertaining to the Historic Downtown Streetscape Improvements – Phase III Project and authorizing the Mayor to execute the contract. [Contract Documents]**

5) **First Reading of Bill No. 5096 approving a Memorandum of Understanding with American Gondola, Inc. and authorizing the Mayor to execute the contract.**

6) **Review of Appointments for Tri-Lakes Biosolids Coalition and Branson Commerce Park CID.**

7) **Mayor's Report.**

ADJOURN

BRANSON BOARD OF ALDERMEN
AGENDA

December 13, 2016 **7:00 p.m.**

Meeting Called to Order
Pledge of Allegiance
Invocation – Jamie Rouch
Roll Call

Employee of the Month – Mitchell Null of the Police Department to be presented by Alderman Betsy Seay.

PUBLIC COMMENT:

To speak during public comment, please sign the speaker sign-up sheet located at the front door of the council chambers prior to the start of the meeting.

CONSENT AGENDA:

1) Approval of Board of Aldermen Minutes:
   a) November 22, 2016 Regular Meeting

2) Acknowledge Receipt of Minutes:
   a) Park Board meeting of October 18, 2016

3) Final Reading of Bill No. 5074 amending the adopted 2016 Budget for the City of Branson, to adjust monies for the Tourism Fund.

4) Final Reading of Bill No. 5075 amending the adopted 2016 Budget for the City of Branson, to adjust monies for an additional payment in the Debt Service Fund.

5) Final Reading of Bill No. 5076 amending the adopted 2016 Budget for the City of Branson, to adjust monies for the General Fund.

6) Final Reading of Bill No. 5077 amending the adopted 2016 Budget for the City of Branson, to adjust monies for the waterfall in the Debt Service Funds.

7) Final Reading of Bill No. 5078 amending the adopted 2016 Budget for the City of Branson to adjust monies for the Tourism Fund for the Branson Airport.

8) Final Reading of Bill No. 5079 approving R-1 One-family Dwelling District Zoning for the property located at 248 River Valley Road.

TENTATIVE

9) Final Reading of Bill No. 5080 approving an addendum to the contract with Prolawn and Landscape pertaining to the Gretna Island Project and authorizing the Mayor to execute the contract.

10) Final Reading of Bill No. 5081 amending Chapter 22, Business, Chapter 42, Fire Prevention and Protection, Chapter 58, Offenses and Nuisances, Chapter 62, Parks, Recreation and other City Facilities, Chapter 66, Planning and Subdivisions, Chapter 70, Signs, Chapter 78, Streets, Sidewalks and other Public Places, Chapter 86, Traffic and Vehicles and Chapter 94, Zoning of Branson Municipal Code pertaining to the Zoning Code and Temporary Signs.

11) Final Reading of Bill No. 5082 accepting the proposal of Hawkins, Inc. for the purchase of chlorination equipment for the Compton Drive Wastewater Treatment Plant and authorizing the Mayor to execute the contract.

12) Final Reading of Bill No. 5083 accepting the proposal of Red Municipal & Industrial Equipment Company for the purchase of Sewer Jetter Equipment and authorizing the Mayor to execute the contract.

13) Final Reading of Bill No. 5084 accepting the proposal of Springfield Winwater for the purchase of replacement water meters and authorizing the Mayor to execute the contract.

14) Final Reading of Bill No. 5085 accepting the proposal of FTC Equipment, LLC. for the rebuild of a submersible sewage pump and authorizing the Mayor to execute the contract.

15) Final Reading of Bill No. 5086 accepting the proposal of Greenway Recycling Inc. pertaining to the transport and marketing of recyclable materials for the City of Branson and authorizing the Mayor to execute the contract.

16) Final Reading of Bill No. 5087 accepting the proposal of Corporate Business Systems pertaining to copier maintenance for the City of Branson and authorizing the Mayor to execute the contract.

17) Final Reading of Bill No. 5088 approving an addendum for the Classification and Compensation Study Agreement from Springsted Incorporated for the City of Branson and authorizing the Mayor to execute the contract.

18) Final Reading of Bill No. 5093 approving the renewal of the contract with the Branson Lakes Area Chamber of Commerce and Convention and Visitors Bureau pertaining to Tourism Marketing.

19) Final Reading of Bill No. 5094 approving a Loan Agreement and Promissory Note between the Missouri Transportation Finance Corporation, the Missouri Highways and Transportation Commission and the City of Branson.

TENTATIVE

20) Final Reading of Bill No. 5095 accepting the proposal of Hunter Chase and Associates, Inc. pertaining to the Historic Downtown Streetscape Improvements – Phase III Project and authorizing the Mayor to execute the contract.

21) Final Reading of Bill No. 5096 approving a Memorandum of Understanding with American Gondola, Inc. and authorizing the Mayor to execute the contract.

REGULAR:

22) Presentation of 2017 Marketing Plan of the Branson/Lakes Area Chamber of Commerce & CVB.

23) A Resolution approving the 2017 Marketing Budget of the Branson/Lakes Area Chamber of Commerce & CVB.

24) A Resolution approving an Assignment of a Commercial Ground Lease from Morrell Hospitality LLC to Branson's Best, Inc., of a portion of city property more commonly known as the Old Branson Airport Property.

25) First Reading of Bill No. 5097 amending the adopted 2016 Budget for the City of Branson, to adjust monies for the Waterfall in the Debt Service Funds.

26) First Reading of Bill No. 5098 amending the adopted 2016 Budget for the City of Branson, to adjust monies for an additional payment in the Debt Service Fund for the mandatory redemption.

27) First Reading of Bill No. 5099 amending Chapter 50 of the Branson Municipal Code pertaining to Fair Housing.

28) First Reading of Bill No. 5100 accepting the proposal of Affinity Chemical, LLC for the purchase of operational chemicals used in the City's wastewater treatment processes and authorizing the Mayor to execute the contract.

29) First Reading of Bill No. 5101 approving an Intergovernmental Agreement between the City of Branson and Taney County for the 2016 Byrne (JAG) Grant and authorizing the Mayor to execute the contract.

30) First Reading of Bill No. 5102 approving the renewal of a contract with Mercy Occupational Health for annual Firefighter physicals and immunizations and authorizing the Mayor to execute the contract.

APPOINTMENTS:

31) Appointments.

TENTATIVE

MAYOR/CITY ALDERMEN/CITY ADMINISTRATOR'S REPORTS

ADJOURN INTO EXECUTIVE SESSION

Closed Executive Session pursuant to 610.021.1 RSMo for litigation and 610.021.3 RSMo for personnel.

ADJOURN

TENTATIVE

BILL NO. 5093

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF THE BRANSON LAKES AREA CHAMBER OF COMMERCE & CONVENTION & VISITORS BUREAU PERTAINING TO TOURISM MARKETING AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

FIRST READING: DECEMBER 8, 2016 **FINAL READING:** DECEMBER 13, 2016

INITIATED BY: FINANCE

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

BRANSON COMMUNITY PLAN 2030:

Increase and/or reallocate marketing funds to attract the highest growth potential visitor segments.

STAFF REPORT:

In 2014, the City advertised for proposals for tourism marketing. Of the proposals received, the Branson/Lakes Area Chamber of Commerce/Convention and Visitors Bureau was selected by staff as the only qualified proposal. The term of the original contract extended from January 1, 2015 to December 31, 2015, with the option to renew annually for an additional four years. The City budgeted $2,144,584 in 2016 to the Chamber for tourism marketing and promotion, plus an additional $484,323 as a result of the 2015 audit that are available to the CVB through reimbursement of marketing expenses.

The City wishes to renew the contract for an additional year from January 1, 2017 to December 31, 2017 with a budgeted amount of $2,169,863.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: 240-1620-510.20-32

ATTACHED INFORMATION:

BILL NO. 5093 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING THE RENEWAL OF THE CONTRACT WITH THE BRANSON LAKES AREA CHAMBER OF COMMERCE AND CONVENTION AND VISITORS BUREAU PERTAINING TO TOURISM MARKETING.

WHEREAS, The City of Branson accepted the bid proposal of the Branson Lakes Area Chamber of Commerce/Convention and Visitors Bureau for tourism marketing on August, 22, 2014; and

WHEREAS, upon accepting the proposal, the contract was executed for a term of five years to be reviewed and approved annually by the Board of Aldermen; and

WHEREAS, the Board of Aldermen desires to approve the second renewal of the contract attached as Exhibit "1".

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

Section 1: The Board of Aldermen hereby approves the renewal of the contract attached hereto as Exhibit "A" with the Branson Lakes Area Chamber of Commerce/Convention and Visitors Bureau for tourism marketing in the amount of $2,169,863.

Section 2: This ordinance shall be in full force and effect from and after its passage and approval.

Read, this first time on this _____day of _____, 2016.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____day of _____, 2016.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

12-4-14

William T. Duston
City Attorney

Exhibit "A"

Master Contract Number: C2015-0088
Contract Number: _____

NOTICE OF CONTRACT RENEWAL
SERVICES CONTRACT

THIS RENEWAL made and entered into this _____ day of _____, 20___, by and between the City of Branson, Missouri (the "City") and **Branson/Lakes Area Chamber of Commerce and Convention and Visitors Bureau Inc.** ("Service Provider") for renewal period **Two** from **January 1, 2017** to **December 31, 2017.**

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Service Provider as follows:

1. **Renewal**. The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities as referenced in the original contract attached as **Exhibit 1.**

2. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **N/A**.

3. **Bonds and Insurance**. The Service Provider shall procure and maintain all insurance and bonds (if applicable) to satisfy statutory bonding requirements, and to protect the City from any liability exposure resulting from the Service Provider's activities as outlined in the original contract and provide the City the most up-to-date insurance certificates and to keep them current.

4. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of $5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

☐ ____ If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the $5,000 minimum.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

SERVICE PROVIDER:

By: _____
(Signature)

Name: JEFF SEIFRIED
(Printed Name)

Title: PRESIDENT / CEO

Company Name: BRANSON CHAMBER OF COMMERCE

Address: 269 STATE Hwy 248
BRANSON, MO 65616

Phone: 417-334-4084

CITY OF BRANSON, MISSOURI

_____
Karen Best, Mayor

ATTEST:

_____
Lisa K Westfall, City Clerk

APPROVED AS TO FORM:

_____
William T. Duston, City Attorney

CONTRACT

THIS CONTRACT, made and entered into this 13th day of January 2015 by and between the city of Branson, Missouri, hereinafter referred to as the "City" and the **Branson/Lakes Area Chamber of Commerce and Convention and Visitors Bureau Inc.,** a Missouri corporation, hereinafter referred to as the "CVB".

WITNESSETH:

WHEREAS, the City is required by Sections 94.800, et.seq, RS Mo., 1994, as amended (the "Act") to use twenty-five percent (25%) of the collections of City's Tourism Tax (the "Tourism Tax") by the City for tourism marketing and promotion; and,

WHEREAS, the CVB represents that it has experience in marketing and promoting tourism and seeks to promote tourism in the City; and,

WHEREAS, the City having considered proposals received in a request for proposal process desires to retain the services of the CVB to market and promote tourism in accordance with the Act for the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. Distribution. The following is the process for the distribution of the tourism tax to the CVB per this contract:

City Tourism Tax Collections:

100%	City's Tourism Tax collections
- 2%	City administrative fees deducted
98%	

Of this 98%, 75% is deposited in a City infrastructure account and 25% is deposited in a Tourism Promotion Account.

Tourism Promotion Account Distribution:

City Marketing Fund shall be an amount not more than Six Hundred Twenty-Five Thousand Dollars ($625,000.00) from the Tourism Promotion Account. The exact amount the City will have in this fund will be established through the City's annual budget process and the CVB will be informed of the amount being withheld for the City Marketing Fund each year.

Revenue Shortfall Reserve shall be an amount of One Hundred Twenty-Five Thousand Dollars ($125,000.00). Per the City's Reserve Policy: "The City will also maintain a $125,000.00 Revenue Shortfall Reserve in the Tourism Marketing Fund. This amount provides a reasonable level of assurance that the City can continue to reimburse the amount budgeted for marketing expenditures under the current contractual obligation if revenues are insufficient to cover these expenditures

during times of revenue shortfalls." The Revenue Shortfall Reserve has to be fully funded by the end of the City's fiscal year. Upon approval of the Finance Director, the funds can be used to assist in the CVB's cash flow prior to the Tourism Tax revenues becoming available.

The Tourism Promotion Account shall have the City Marketing Fund and the Revenue Shortfall Reserve deducted from it annually. The remainder shall be considered the Tourism Marketing Fund and shall be available for the CVB's use in accordance with this contract. The final availability of any excess funds will be made after the City's annual audit is completed. The City will notify the CVB of this amount at that time. The City is required to maintain the Revenue Shortfall Reserve and this shall not be considered excess funds.

Section 2. Term. The term of the contract shall be from the execution date of this contract until December 31, 2015, subject to annual budgetary appropriation and subject to any changes to which both the Board of Aldermen and CVB may consent to in writing. The City has the option to renew the contract, in one-term increments, for a total of four additional years.

Section 3. Independent Contractor. The CVB is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the CVB or any of its agents or employees as agents or employees of the City.

The CVB and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City, nor be covered by the Worker's Compensation Program for the City.

Section 4. Scope of Services. The City engages the services of the CVB to direct and carry out a destination marketing program for the City. The CVB will manage and direct the expenditure of a part of the tax revenue generated through the City's Tourism Tax. All Tourism Marketing Funds shall be used for marketing outside a radius of 30 miles from Branson city limits. Additionally, the CVB agrees to support the Historic Downtown and Veteran's programs as included in CVB's annual budget in a manner designed to ensure their increased success. The objectives of monies channeled through the Tourism Promotion Account are fourfold: attract overnight visitors to Branson; increase tourism and City tax revenue; increase demand for hotel/motel, resort and campground inventory for the purpose of increasing occupancy; and to increase the demand for local attractions and entertainment by visitors of all ages.

Throughout the term of this contract, the CVB shall:

(a) Demonstrate the ability to execute an integrated destination marketing plan using various media that promotes Branson locally, regionally and nationally;

(b) Document and demonstrate a broad understanding of and significant experience in the tourism industry, including strategies and tactics that reach all target market segments necessary to attract visitors to Branson including: leisure and business travelers, travel agents, convention delegates, and motor coach operators and travelers;

(c) Address all destination marketing disciplines including: advertising, public relations, group/travel trade sales, corporate partnerships and promotions, direct marketing and fulfillment, and tourism development;

(d) Include community involvement in the planning and decision making process throughout the term of the contract;

(e) Include both strategies and tactics and must demonstrate the following criteria:

a. Both qualitative and quantitative research to support strategies and tactics of proposed plans and document successful marketing.

b. A list of measurement criteria to judge the success of the campaign.

c. Address strategies and tactics to develop and promote new programs, new marketing segments, and the extension and expansion of the tourist season.

d. Documentation of all data and information derived from studies, research, investigation, surveys, test marketing, analysis, experiences, and observation.

(f) Address a destination marketing program, including fulfillment of visitor inquiries, considering this constraint;

(g) Present a marketing plan that will assure the maximization of the City's investment of Tourism Tax dollars. Marketing efforts shall be aimed at community-wide exposure;

(h) Meet all requirements set forth by the City and shall demonstrate the ability to prepay expenses in anticipation of repayment from Tourism Tax revenues and to provide complete support documentation for all expenditures. Payment of funds is conditioned on sufficient monies being collected through the City's Tourism Tax and separately, payment is subject to annual appropriation by the Board of Aldermen.

Section 5. Special Conditions Imposed on the Handling of Funds. Neither the person(s) or legal entity(ies) that receive funds, nor any of their subsidiaries, owners or related parties, may use the funds to pay administrative or overhead expenses, including without limitation, rent, the costs to acquire real estate, salaries, payroll taxes, employee benefits, or the costs of furniture and office equipment.

Neither the person(s) or legal entity(ies) that receive funds, nor any of their subsidiaries, owners or related parties, may profit from receipt or expenditure of the funds, nor are kickbacks from any downstream vendor permitted.

Section 6. Furnishing Information. All information, data, and reports such as City maps, reports of total sales tax collections and census demographics as are existing, available, allowed by law, and necessary for the carrying out of the work shall be furnished to the CVB by the City, and the City shall cooperate with the CVB in carrying out the services.

Section 7. Reports.

(a) Quarterly Reports. The CVB shall submit a progress report to the City, on a quarterly basis, which describes the work performed during the quarter. This report shall contain measurable quantifiable, objective data, such as room demand, tax revenues, inquiries from advertising, intercept study research, visitation from markets advertised in, etc., as well as a

synopsis of the activity undertaken. The CVB shall also give an account to the City of the handling of the funds.

(b) Other Reports. The CVB shall submit to the City such other reports in such formats as may be requested or which the City deems necessary to inform the City of issues which may require City action.

Section 8. Payment and Reimbursement Requirements. Tourism Taxes collected prior to the effective date of this contract are available for appropriation under the terms of this contract. However, any payment by the City is contingent upon approval of a budget submitted by the CVB annually based on the City's fiscal year, receipt of proper requisitions under that budget and the provision of other documentation required by this contract. At the date the budget is approved, and on a monthly basis thereafter, the CVB may obtain from the City the current amount available for requisition. Payments from the City to the CVB for services under this contract will be made as follows:

(a) Requisitions for reimbursement of expenditures included in the City's annual budget will be paid through the City's accounts payable system. Requisition forms received per the City's processing schedule will be processed, and checks will be written and mailed to the CVB to reimburse it for such expenditures.

(b) Each requisition must be signed by the CVB's designated representative verifying the services covered are for work actually performed, items purchased or services rendered by third parties to the CVB for matters covered under this contract. Requisitions must not have been or will not be submitted for reimbursement to/by another entity or source and will be accompanied by paid invoice(s) for such work, items or services, as well as copies of checks, and either a copy of the advertising material purchased, or a concise summary description of sufficient particularity to identify the purchase as an out of market marketing or promotional service. If a requisition is made without including the invoice, the CVB shall attach to the requisition a statement setting forth the reason an invoice is not included and the City will then determine if payment can be made. The City will reimburse the CVB for actual costs incurred in the performance of this contract as stipulated in the City's approved budget.

(c) Notwithstanding any other provision of this contract, in no event shall the City make payments in excess of the Tourism Marketing Fund. Nor shall the City make any payment unless there are sufficient collected unencumbered funds, not otherwise appropriated, on deposit in the Tourism Marketing Fund.

(d) Invoices for reimbursement may be submitted as often as desired, however all invoices for reimbursement must be submitted no later than sixty (60) days from the date from which the cost goods or services were expensed.

(e) Invoices submitted by the CVB for payment shall include a copy of the check indicating that payment has been made to the subcontractor/vendor and a copy of the invoice showing the actual net cost from the subcontractor/vendor. These documents shall be attached to the invoice from the CVB summarizing subcontractors/vendors by date, name, amount requested, and check number.

Section 9. Budget.

(a) The CVB shall, prior to any requests for disbursement of any funds, prepare a budget for tourism development and promotion for the ensuing fiscal year. The budget shall show the anticipated revenue to be received from the Tourism Tax for deposit into the Tourism Marketing Fund of the City and shall show estimated expenditures to be paid from the Tourism Marketing Fund for marketing and promoting the City.

(b) The CVB shall submit a proposed budget to the City Administrator. The City Administrator will review, and if necessary, revise the proposed budget to meet the objectives of the City and to ensure that expenditure requests conform to the availability of anticipated revenues. The City Administrator will submit the proposed budget to the Board of Aldermen (Board) for their consideration and approval. Upon approval by the Board, the budget will establish expenditure authority for Tourism Tax dollars for the term of the contract. Anticipated Tourism Tax revenues, identified as the revenue source for authorized expenditures, will be determined by the City Administrator and provided to the CVB. Amendments to the budget that do not change the total expenditure authority as approved by the Board may be made and approved by the City Administrator. Any budget adjustments requiring an increase in expenditures beyond the Board approved budget will require Board approval.

It is expressly understood that in no event shall the total reimbursement under the terms of this contract exceed the amount in the Tourism Marketing Fund.

It is understood and agreed by all parties that the City shall in no event incur indebtedness or act as a guarantor or endorser of the credit of the CVB, nor shall any City revenue be pledged or encumbered for the benefit of the CVB except as consideration for services rendered under this contract.

The City also recognizes that the Budget will change from time to time by necessity. Changes within categories do not need approval by the City, only notification.

Section 10. Termination. If, through any cause, the CVB shall fail to fulfill in timely and proper manner its obligations under this contract, or if the CVB shall violate any of the covenants, agreement, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the CVB of such termination within 90 days of the City's discovery of said failure or violation unless the failure or violation is corrected within said 90 day period.

Section 11. Conflict of Interest. All provisions of Section 105.450 RSMo. et. seq., shall be complied with.

Section 12. Right of Audit.

(a) CVB's Books and Records. The CVB will keep a full and separate accounting of all expenditures of Tourism Marketing Fund dollars and will keep accurate reports detailing all expenditures and claims submitted by the CVB for reimbursement from the Tourism Marketing Fund. The CVB shall keep accurate reports and other records showing in full detail the expenditures for which the CVB claims reimbursement from the Tourism Marketing Fund. The

City may examine, at any time during regular business hours, such reports and other records at the CVB's office, and the CVB agrees that it will produce such records whenever required by the City. In addition to any other audits the City deems appropriate, the City shall have the right to conduct an annual audit of the CVB's books and records or to review the results of any audits that have been performed on the CVB's books and records to determine if the expenditures of the CVB were made in accordance with the budget approved by the Board of Aldermen. Any expense incurred by the CVB to prepare the records for the audit will be at the expense of the CVB.

(b) Subcontractor's Books and Records. The CVB agrees to include the substance of this Section in all subcontracts to be performed, giving the City the right to audit the books and records pertaining to any such subcontract.

Section 13. Insurance. During the performance of all work under this contract or any subcontract hereunder, the CVB shall maintain the following coverage. Proof of this coverage will be provided annually to the City or more often if the insurance coverage is of a lesser term than one year. The Proof of Coverage (Certificate of Insurance) shall name the City as additional insured, except in the case of Worker's Compensation Coverage.

(a) Worker's Compensation.

(b) Commercial Comprehensive General Liability-with a minimum coverage amount of $2,000,000.00 per single occurrence with no aggregate limit providing coverage for acts or omissions of the CVB or Subcontractors.

(c) Commercial Automobile Liability, including owned, non-owned, and hired cars, with minimum limits of $1,000,000.00 bodily injury and property damage combined providing coverage for acts or omissions of the CVB or Subcontractors.

All coverage evidence required in this contract must have a 30-day notice of cancellation on the Certificate of Insurance. All Certificates of Insurance shall be sent to the City Clerk's Office two weeks in advance of the lapse of the prior Certificate of Insurance.

Section 14. Discrimination. The CVB agrees, in the performance of this contract, not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, age, handicap, or political opinion or affiliation, against any employee of the CVB or applicant for employment, and shall include a similar provision in all subcontracts let or awarded hereunder.

Section 15. Indemnification and Liability. The parties mutually agree to the following:

(a) In no event shall the City be liable to the CVB for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this contract.

(b) The CVB shall defend, indemnify, and hold the City harmless from and against any and all claims, losses and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the CVB, or any third party arising out of or in any way connected with the services performed by the CVB pursuant to this contract.

(c) The CVB assumes full responsibility for relationships with subcontractors, and shall defend, indemnify and hold harmless the City from and against any and all liability, suits, claims, damages, costs (including attorney's fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents, or employees.

(d) The CVB shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including attorney's fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the CVB's performance of work hereunder.

Section 16. Applicable Laws. The CVB agrees to comply with all laws of the United States of America, the State of Missouri and the City which are applicable to work being performed by the CVB under this contract.

Section 17. Jurisdiction. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this contract by the parties shall be in Taney County, Missouri.

Section 18. Notices. All notices required or permitted hereunder and required to be in writing may be given by first class mail and addressed as follows:

to the City:
City of Branson, Missouri
Contract Management
110 West Maddux, Suite 205
Branson, MO 65616

to the CVB:
Branson/Lakes Area Chamber of Commerce & Convention and Visitors Bureau, Inc.
269 State Highway 248
P. O. Box 1897
Branson, MO 65615

The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

Section 19. Refunds. At the termination of this contract, the CVB shall pay to the City any refunds received by the CVB from vendors or subcontractors for services performed or purchases made under the contract and for which the CVB has been reimbursed hereunder.

Section 20. Property. Throughout the duration of this contract, any and all non-expendable equipment, supplies or other items purchased by CVB for which the CVB is reimbursed by the City under the terms hereof shall be the property of the City and it is expressly understood that CVB is using said property only under and in performance of this contract. Upon termination of this contract said property shall be tendered to the City.

Section 21. Missouri Immigration Law Affidavit. After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of $5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services

provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

☐ If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the $5,000 minimum.

APPROVED BY THE CITY OF BRANSON, MISSOURI ON THE 13th **DAY OF** January, **2015.**

CITY OF BRANSON, MISSOURI

By: Raeanne Presley
Raeanne Presley
Mayor

CITY OF BRANSON INCORPORATED SEAL

ATTEST:

By: Lisa K Westfall
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

By: WTD 12-3-14
William T. Duston
City Attorney

APPROVED BY BRANSON/LAKES AREA CHAMBER OF COMMERCE AND CONVENTION AND VISITORS BUREAU, INC. ON THE 3rd **DAY OF** December, **2014.**

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND CONVENTION AND VISITORS BUREAU, INC.

By: Stephen N. Critchfield

Name: STEPHEN N. CRITCHFIELD

Title: Chairman of the Board

ATTEST:

By: Cathy Hubert

Name/Title: Cathy Hubert Interim Pres.

BILL NO. 5094

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **AN ORDINANCE APPROVING A LOAN AGREEMENT AND PROMISSORY NOTE BETWEEN THE MISSOURI TRANSPORTATION FINANCE CORPORATION (MTFC), THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (THE COMMISSION) AND THE CITY OF BRANSON.**

FIRST READING: DECEMBER 8, 2016 **FINAL READING:** DECEMBER 13, 2016

INITIATED BY: FINANCE

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

BRANSON COMMUNITY PLAN 2030:

5.4.1 Continue to invest in infrastructure improvements that impact the guest experience including: new roadways, streetscaping, gateways and other first impression upgrades.

STAFF REPORT:

The purpose of this Agreement is to provide the terms and conditions of the Direct Loan from the MTFC to the City and for the City's repayment of the Direct Loan to the MTFC. The City's use of the Direct Loan shall be specifically for constructing phase 1 of the New Spirit of 76 Complete Streets from west of Gretna Road to east of Rosalee. The loan agreement provides the terms and conditions of the Direct Loan from the MTFC to the City of Branson, and the city's repayment of the loan to the MTFC. The loan amount is $13.2 million with an interest rate of 1.82% on the unpaid principal balance. The city will make annual payments beginning on July 1, 2017 through July 1, 2026. An amortization schedule is provided on page 4 of the agreement.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: **Various**

ATTACHED INFORMATION:

BILL NO. 5094 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING A LOAN AGREEMENT AND PROMISSORY NOTE BETWEEN THE MISSOURI TRANSPORTATION FINANCE CORPORATION, THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND THE CITY OF BRANSON.

WHEREAS, the City has applied to the MTFC for a direct loan for the purpose of constructing phase 1 of the New Spirit of 76 Complete Streets from west of Gretna Road to east of Rosalee; and

WHEREAS, the MTFC is willing to provide the City with the Direct Loan, which would be used by the City for the purpose stated herein; and

WHEREAS, the City agrees to repay the MTFC the Direct Loan amount as set forth in the Direct Loan agreement and also agrees to provide security for the loan.

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

Section 1: The Board of Aldermen hereby approves the Direct Loan agreement and Promissory note between the Missouri Transportation Finance Corporation, the Missouri Highways and Transportation Commission and the City of Branson in the form attached hereto as Exhibit "1".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this _____ day of _____, 20__.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this _____ day of _____, 20__.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

12-2-14

_____
William T. Duston
City Attorney

CCO Form: FS03
Approved: 06/10 (AR)
Revised: 08/15 (AR)
Modified:

Job Number J8O2373

MISSOURI TRANSPORTATION FINANCE CORPORATION
DIRECT LOAN AGREEMENT AND PROMISSORY NOTE

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THIS DIRECT LOAN AGREEMENT AND PROMISSORY NOTE is entered into by the Missouri Transportation Finance Corporation (hereinafter, "MTFC"), the Missouri Highways and Transportation Commission (hereinafter, "the Commission"), and the City of Branson (hereafter, "City").

WITNESSETH:

WHEREAS, the City has applied to the MTFC for a direct loan ("Direct Loan") for the purpose of constructing phase 1 of the New Spirit of 76 Complete Streets from west of Gretna Road to east of Rosalee; and

WHEREAS, the MTFC is willing to provide the City with the Direct Loan, which would be used by the City for the purpose stated herein; and

WHEREAS, the City agrees to repay the MTFC the Direct Loan amount as set forth in this Direct Loan Agreement (hereinafter, "Agreement") and also agrees to provide security for the loan.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and benefits stated herein, and in further consideration of the obligations, terms and conditions set forth and recited, the parties agree as follows:

(1) PURPOSE AND USE OF LOAN PROCEEDS: The purpose of this Agreement is to provide the terms and conditions of the Direct Loan from the MTFC to the City and for the City's repayment of the Direct Loan to the MTFC. The City's use of the Direct Loan shall be specifically for constructing phase 1 of the New Spirit of 76 Complete Streets from west of Gretna Road to east of Rosalee (hereinafter, referred to as "Project") and no other purposes whatsoever. Prior to the MTFC disbursing any portion of the loan proceeds to the City, the City agrees to provide to the MTFC the schedule of Project construction progress, outlining all actions to be taken by the City towards the construction of the Project and timeframes corresponding to the completion of certain milestones in the Project construction progress.

(2) REPRESENTATIONS BY THE CITY: The City makes the following representations as the basis for the undertakings contained in this Agreement:

(A) City Structure: The City is a municipal corporation, political subdivision and body corporate, duly organized and existing under the laws of the state of Missouri.

(B) Authority Granted: The City has lawful power and authority to enter into this Agreement and to carry out its obligations hereunder. By proper action of its governing body, the City has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(C) Approval Action Taken: The City has taken all necessary action to

approve this Agreement. No further action or approvals by the City are necessary in connection with the construction or financing of the Project as defined in this Agreement, except with respect to the appropriation and budgeting of the City Payments on an annual basis as provided herein.

(D) Affirmation of No Breach of, Conflict with, or Default on Other Agreements: The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the City or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

(E) Conflict of Interest Prohibited: No official or employee of the City has any significant or conflicting interest, financial or otherwise, in the Agreement or in the transactions contemplated hereby.

(3) LOAN AMOUNT: The MTFC will provide the City with a Direct Loan in the amount of thirteen million two hundred thousand dollars ($13,200,000). The MTFC's Direct Loan will be provided to the City in the following manner: eleven disbursements in the amounts and on the dates specified in the amortization schedule in (7) (B). The first disbursement date of October 31, 2016 is the "Closing Date" for the loan.

(4) ACCOUNTING PRACTICES:

(A) Separate Accounting and Financial Summary Required: Loan proceeds disbursed to the City pursuant to this Agreement must be kept separate from any of the City's other assets. The City must develop and maintain a financial summary of the total funds expended from the proceeds of the loan at all times throughout the life of the project, and at specific times as requested by the MTFC. This information must be available at all reasonable times at no charge to the MTFC and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date the final payment is made on the loan and the loan is paid in full.

(B) Record Retention and Reporting: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, banking records, etc. These records must be available at all reasonable times at no charge to the MTFC and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date the final payment is made on the loan and the loan is paid in full.

(5) CONSTRUCTION SCHEDULES, INSPECTIONS AND BONDS:

(A) Schedule Updates: At all times during the construction of the Project, the City shall provide to the MTFC any updates of the schedule of Project construction progress, outlining all actions to be taken by the City and timeframes corresponding to the completion of certain milestones in the Project construction progress, if revision are made to any of the items contained in the schedule.

(B) Inspections: The MTFC's agents are authorized to inspect the work on the Project to monitor the construction progress and ensure the Project construction has progressed according to the most recent Project construction progress schedule provided to the MTFC by the City and to verify the validity of the work reported as complete as such completion of construction work is related to reported/documented expenditures of the funds available to the City from the loan proceeds under this Agreement.

(C) Construction Bonds: In the event that the City shall use an outside contractor to construct the Project to be funded by the loan proceeds under this Agreement, prior to commencement of work on the Project, the City shall acquire from the Contractor and shall deliver to the MTFC executed copies of Contractor's performance and payment bonds from commercial surety companies qualified and authorized to do business in Missouri, each in a penal amount equal to the contract sum, assuring the City and the MTFC, which shall be named as obligees therein, as their interests may appear, of: (1) performance of all contractual obligations; and (2) payment for all related labor, materials, and costs.

(6) LACK OF CONSTRUCTION PROGRESS: In the event that the MTFC notes any lack of progress in the construction of the Project which significantly endangers substantial performance of the Project within the specified Project completion time outlined in the Project construction progress schedule, as determined in the sole discretion of the MTFC, the MTFC shall notify the City in writing of such noted lack of construction progress. Failure of the City to take proper actions, as such actions may be provided for in the written notice to the Entity from the MTFC, within the time frame set forth in said written lack of construction progress notice, shall constitute an Event of Default, upon the occurrence of which the MTFC and the Commission shall have the right to pursue any remedial action on City's default available to it under this Agreement.

(7) CITY PAYMENT OF THE LOAN:

(A) Promise To Pay: For value received, the City hereby promises to pay to the order of the MTFC the principal sum of thirteen million two hundred thousand dollars ($13,200,000), together with interest at the rate of 1.82% on the unpaid principal balance hereof, payable annually beginning on July 1, 2017 and ending on July 1, 2026. Interest shall be computed on the basis of actual days in a year. Annual payments shall

be one million four hundred thirty six thousand six hundred ten dollars and fifteen cents dollars ($1,436,610.15) with a final payment of one million four hundred thirty six thousand six hundred ten dollars and nineteen cents ($1,436,610.19).

(B) Payment Schedule: The term "City Payments" shall refer to the payments to be made by the City to the MTFC. The City shall repay the Direct Loan to the MTFC on an annual basis beginning in July 2017. City Payments will be made no later than July 1 of each year, according to the amortization schedule below.

Amortization Schedule of MTFC Loan

for the City of Branson - Route 76

Amount Borrowed: $13,200,000.00

Interest Rate: 1.82%

Dates	Beginning Balance	Drawdown	Payment	Interest Accrued	Interest Payment	Principal Payment	Ending Balance
10/31/2016	$0.00	$208,000.00	$0.00	$0.00	$0.00	$0.00	$208,000.00
11/30/2016	$208,000.00	$1,533,000.00	$0.00	$311.15	$0.00	$0.00	$1,741,000.00
12/30/2016	$1,741,000.00	$1,508,000.00	$0.00	$2,604.35	$0.00	$0.00	$3,249,000.00
1/31/2017	$3,249,000.00	$1,500,000.00	$0.00	$5,184.16	$0.00	$0.00	$4,749,000.00
2/28/2017	$4,749,000.00	$1,503,000.00	$0.00	$6,630.38	$0.00	$0.00	$6,252,000.00
3/31/2017	$6,252,000.00	$1,533,000.00	$0.00	$9,664.05	$0.00	$0.00	$7,785,000.00
4/28/2017	$7,785,000.00	$1,533,000.00	$0.00	$10,869.14	$0.00	$0.00	$9,318,000.00
5/31/2017	$9,318,000.00	$1,233,000.00	$0.00	$15,332.58	$0.00	$0.00	$10,551,000.00
6/30/2017	$10,551,000.00	$983,000.00	$0.00	$15,783.14	$0.00	$0.00	$11,534,000.00
7/1/2017	$11,534,000.00		$1,436,610.15	$575.12	$66,954.07	$1,369,656.08	$10,164,343.92
7/31/2017	$10,164,343.92	$883,000.00	$0.00	$15,204.74	$0.00	$0.00	$11,047,343.92
8/31/2017	$11,047,343.92	$783,000.00	$0.00	$17,076.47	$0.00	$0.00	$11,830,343.92
7/1/2018	$11,830,343.92		$1,436,610.15	$179,328.57	$211,609.78	$1,225,000.37	$10,605,343.55
7/1/2019	$10,605,343.55		$1,436,610.15	$193,017.25	$193,017.25	$1,243,592.90	$9,361,750.65
7/1/2020	$9,361,750.65		$1,436,610.15	$170,850.67	$170,850.67	$1,265,759.48	$8,095,991.17
7/1/2021	$8,095,991.17		$1,436,610.15	$147,347.04	$147,347.04	$1,289,263.11	$6,806,728.06
7/1/2022	$6,806,728.06		$1,436,610.15	$123,882.45	$123,882.45	$1,312,727.70	$5,494,000.36
7/1/2023	$5,494,000.36		$1,436,610.15	$99,990.81	$99,990.81	$1,336,619.34	$4,157,381.02
7/1/2024	$4,157,381.02		$1,436,610.15	$75,871.63	$75,871.63	$1,360,738.52	$2,796,642.50
7/1/2025	$2,796,642.50		$1,436,610.15	$50,898.89	$50,898.89	$1,385,711.26	$1,410,931.24
7/1/2026	$1,410,931.24		$1,436,610.19	$25,678.95	$25,678.95	$1,410,931.24	$0.00
		$13,200,000.00	$14,366,101.54	$1,166,101.54	$1,166,101.54	$13,200,000.00	

(C) Payment Method: All payments made hereunder shall be made in lawful currency of the United States of America by an automated clearinghouse transaction to be initiated by the City.

(D) Interest Computation: Interest will accrue beginning on the Closing Date of the Direct Loan. Interest on the outstanding loan balance shall be computed on the basis of actual days in a year. In the event that a scheduled disbursement is not made on the date specified in Paragraph (3) of this Agreement, or a City Payment is made on a different date than those due dates outlined in the Paragraph (7)(A) Payment Schedule above, or in the event the City makes payments exceeding the annual payment of principal and interest, as provided for in Paragraph (7)(E) below, the above

payment schedule will be adjusted accordingly to reflect the new payment date, the new amount of future City Payments and remaining new balances. The City shall, upon receipt, comply with the revised terms in the revised payment schedule.

(E) Absolute Obligations: The City's obligations under this Agreement to make City Payments on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder, shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, and notwithstanding any default of the MTFC hereunder. The City, for itself and for any guarantors, sureties, endorsers and/or person or persons now or hereafter liable hereon, if any, hereby waives demand of payment, presentment for payment, protest, notice of nonpayment or dishonor and any and all other notices and demands whatsoever, and any and all delays or lack of diligence in the collection hereof, and expressly consents and agrees to any and all extensions or postponements of the time of payment hereof from time to time or after maturity and any other indulgence and waives all notice thereof. The delay or failure to exercise any right hereunder shall not waive such right.

(F) Payment In Excess of Amount Due: The City shall have the right to provide payments that exceed the required annual payment of principal and interest, which is due for a particular year. Additionally, the City shall have the right to prepay the entire loan amount, consisting of the principal, and any accrued interest as of the date of payment, to the MTFC at any time during the term of this Agreement. There will be no prepayment fees charged to the City.

(G) Late Fee: In the event any City payment is submitted to the MTFC more than fifteen days past the due date, a late fee of two percent (2%) of the amount of the past due payment will be assessed to the City.

(8) CITY'S OBLIGATION TO APPROPRIATE AND BUDGET REQUIRED CITY PAYMENTS: The City agrees to budget its payments to the MTFC under this Agreement by ordinance, subject to annual appropriation and to provide annual certification that current City revenues plus unexpended balances from prior years are sufficient to meet its obligation to pay the MTFC under this Agreement within 30 days after the approval of the budget. Notwithstanding anything to the contrary herein, the City acknowledges and agrees, and MTFC acknowledges, that the payments hereunder shall constitute currently budgeted expenditures of the City, and shall not in any way be construed to be a general obligation or debt of the City in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City. The City's obligations to make payments hereunder shall be from year to year only, and shall not constitute a mandatory payment obligation of the City in any ensuing fiscal year beyond the then current fiscal year.

(9) CITY'S SECURITY FOR DIRECT LOAN: In addition to the City's promise and agreement to carry out its obligation to repay the loan as provided for in Paragraph (7) and (8) above, the City agrees to:

(A) Revenue From Agreements: Grant to the MTFC a security interest in its future revenue stream from the Missouri Highways and Transportation Commission Road Relinquishment Agreement, and any and all amendments thereto, between the City and the Missouri Highways and Transportation Commission dated October 6, 2016, governing the parties rights and obligations with respect to the ownership and maintenance of Route 76 from the intersection of Route 376 and Sheperd of the Hills Expressway to the intersection of Sunshine Street just west of the interchange with US 65.

(B) Local Revenues: Grant to the MTFC a security interest in its future revenue stream from the one cent Community Improvement District (CID) sales tax.

(C) Federal and/or State Revenue: Grant to the MTFC a security interest in applicable federal or state funds due the City that pass through or are administered by the Commission or Missouri Department of Transportation.

(10) TAX COVENANTS:

(A) General: The City understands that MTFC is entering into the Loan and advancing the Loan Amount under this Agreement based on its understanding that interest on the Loan will be excluded from gross income for Federal income tax purposes and exempt from income taxation by the State of Missouri ("Tax-Exempt"). Each of the representations and covenants in this Agreement are made for the benefit of the MTFC and any other entity or person that shall later become the owner of the Loan Amount or who rely on the representations and covenants contained in this Agreement as a basis for treating interest on the Loan as Tax-Exempt when filing its Federal and State of Missouri income tax return. The City understands that Federal income tax laws impose requirements on the use of Loan proceeds, the use of assets financed by the Loan (the Project) and on the investment of proceeds of the Loan or amounts used to pay or secure the repayment of the Loan. The City agrees to take such steps as are necessary, including but not limited to those contained in this Agreement, for interest on the Loan to remain Tax-Exempt. Each of these covenants applies as long as any portion of the Loan remains outstanding. Violation of this Paragraph 9 is an Event of Default under this Agreement.

(B) Use of Project: The Project will be owned by the City or the State of Missouri, a political subdivision of the State or an instrumentality of the State or political subdivision (a "Governmental Person"). None of the Loan proceeds will be used in a manner that constitutes a "private business use". In making this covenant, the City acknowledges that: (1) the use of the Project is treated as the direct use of the Loan proceeds and (2) the term "private business use" generally means ownership or lease by,

or other use in the trade or business of, a person or entity other than a Governmental Person if that person has special legal entitlements to use the Project that differ from the general public (such as, for example, an easement or special right of way or service or management agreement).

(C) Private Security or Payment: The payment of principal and interest on the Loan will not be (under the Agreement or any other underlying document) directly or indirectly:

1. secured by any interest: (a) in property used or to be used for a private business use; or (b) in payments in respect of such property; or

2. derived from payments (whether or not such payments are made to the City) in respect of property, or borrowed money, used or to be used for a private business use.

For purposes of this paragraph, taxes of generally applicable taxes are not treated as a private payment or as private security so long as no taxpayer enters into any special agreement with respect to the collection or payment of the tax.

(D) No Private Loan: No Loan proceeds shall be loaned directly or indirectly to any person or entity other than a Governmental Person.

(E) No Federal Guarantees: The City will not take any action or permit any action to be taken that would cause principal or interest on the Loan to be guaranteed by the Federal government.

(F) Assignment of Loan: The City will permit the assignment of the Loan by MTFC to any other person or entity so long as MTFC retains and provides to the City upon request the name and tax identification of the subsequent owner any other information required by Section 149(a) of the Internal Revenue Code of 1986, as amended. Upon written request by MTFC, the City shall confirm its compliance with the covenants of this Paragraph 10 to MTFC and the proposed assignee.

(G) No Invested Loan Proceeds; No Replacement Funds: The Loan proceeds shall be used to immediately pay third-party vendors, or to reimburse the City for amounts previously paid, for the Project. Accordingly no proceeds of the Loan will be invested by the City prior to the date of expenditure or reimbursement. No Loan proceeds will be used to reimburse any expenditure made by the City prior to October 31, 2016. No amount s are or will be set aside to pay debt service on the Loan, other than a fund or account that is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and is depleted at least once each year to an amount that does not exceed the greater of (1) the earnings on the fund for the immediately preceding year, or (2) one-twelfth of the principal and interest payments on the Loan for the immediately preceding year.

(H) Tax Compliance Procedures: The City has written procedures in place to monitor and if necessary remediate noncompliance with any of the covenants set forth in this Paragraph 9. The City acknowledges that the covenants related to record keeping and use of proceeds of the Loan for the Project are necessary in order to substantiate that interest on the Loan eligible to be treated as Tax-Exempt. The City will promptly respond to any inquiry by the IRS related to the Tax-Exempt status of the Loan and will take such steps as are necessary to remediate any noncompliance, so the interest on the Loan remains Tax-Exempt.

(I) Form 8038-G: The Entity will timely file Form 8038-G as required by and pursuant to the mandates of section 149(g) of the Code. A copy of Form 8038-G is attached as **EXHIBIT A**.

(11) EVENT OF DEFAULT: If any one or more of the following events occurs and is continuing, it is hereby defined to be an Event of Default under this Agreement:

(A) Default in Making Payment When Due: Default in the due and punctual payment of a City Payment; or

(B) Default in Completing Construction Within Time Scheduled: Default in the completion of the Project, as provided in Paragraph (1), by 365 days after the estimated completion date as outlined in the most recent Project construction schedule.

(C) Breach of Duty: Unless otherwise specifically provided for in this Agreement, default in the due observance or performance of any other covenant, agreement, obligation or provision of this Agreement on the City's part to be observed or performed, and the continuance of such default for sixty (60) days after the MTFC has given the City written notice specifying such default, or such longer period as shall be reasonably required to cure such default, provided that: (i) the City has commenced such cure within said 60-day period, and (ii) the City diligently prosecutes such cure to completion; or

(D) Bankruptcy: The City: (i) admits in writing its inability to pay its debts as they become due; or (ii) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (iii) makes an assignment for the benefit of its creditors; or (iv) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or shall fail to have vacated or set aside the appointment of any trustee, receiver or liquidator which was made without the City's consent or acquiescence; or (v) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) is subject to any proceeding or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a receiver, trustee or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition

filed against it under the United States Bankruptcy Code, as now or in the future amended, which order or proceeding, if not the subject of the City's consent, is not dismissed, vacated, denied, set aside or stayed within sixty (60) days after the day of entry or commencement; or (vii) suffers a writ or warrant of attachment of any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed or is not released within sixty (60) days after the final entry, or levy or after contest is finally adjudicated or any stay is vacated or set aside.

(E) Other Default: Any other event which is specifically defined as an Event of Default under other provisions of this Agreement.

(12) REMEDIES ON DEFAULT: If any Event of Default has occurred and is continuing, then the MTFC, or the Commission at the direction of MTFC, may take any one of the following actions:

(A) Acceleration of Maturity:

1. Accelerated Payment Due Date: By written notice delivered to the City, declare the entire loan balance, including principal and interest amounts, outstanding as of the date of the notice (hereinafter, "date of declaration") to become immediately due and payable no later than thirty (30) days from the date of declaration, such payment due date hereinafter referred to as "accelerated payment due date", as if such amount was originally stipulated to be paid on the accelerated payment due date.

2. Rescission When Default Cured: If the City cures the Event of Default, which gave rise to the declaration, prior to the accelerated payment due date, then the MTFC shall rescind such declaration and annul the Event of Default in its entirety. Upon the City submitting the payment curing the Event of Default, the above payment schedule will be adjusted accordingly to reflect the new payment date, the new amount of future City Payments and remaining new balances.

3. Subsequent Default: In the case of any rescission of declaration, then the MTFC and the City shall be restored to their former position and rights hereunder, but no such rescission shall extend to any subsequent or other occurrence of an Event of Default or impair any right consequent thereon.

(B) Institution of Suit: By mandamus or other suit, action or proceeding at law or in equity, to enforce its rights against the City to require and compel duties and obligations required by the provisions of this Agreement.

(C) Entity Funds Security: By written notice delivered to the City, cause applicable federal or state funds due the City that pass through or are administered by the Commission or Missouri Department of Transportation to be applied to the City's indebtedness until the default is cured.

(D) Other Funds Security: Assume the collection of all receivable streams of revenue from all other sources to which the City granted a security interest to the MTFC as provided in Paragraph (9) of this Agreement.

(13) RIGHTS AND REMEDIES CUMULATIVE: The rights and remedies reserved to the MTFC and the Commission provided in this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on more than one occasion.

(14) WAIVER OF BREACH: No waiver of any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement. In the case of a breach by the City, the MTFC may nevertheless accept from the City any payment or payments hereunder without in any way waiving the default or defaults of the City which were in existence at the time when such payment or payments were accepted by the MTFC.

(15) SEVERABILITY: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained in the Agreement.

(16) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the MTFC, Commission and the City.

(17) LABOR PROTECTION: The City agrees to accept the terms and conditions of 5333(b) of Chapter 53 of title 49, U.S.C.

(18) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the City is providing services or operating programs on behalf of the Missouri Department of Transportation or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the U. S. Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of

the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. In all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the U. S. Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the U. S. Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Incorporation of Provisions: The City shall include the provisions of paragraph (16) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the U. S. Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the U. S. Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(19) SECTION 504 ASSURANCES AND THE AMERICANS WITH DISABILITIES ACT OF 1990: The City shall comply with all the requirements imposed by section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 790 *et seq.*) and the administrative rules of the U. S. Department of Transportation (49 CFR Subtitle A, Part 27). The City shall comply with all requirements set forth in the Americans with Disabilities Act of 1990 (49 CFR Parts 27, 37 and 38) as well as all applicable regulations and directives issued pursuant thereto by other federal departments or agencies.

(20) DISADVANTAGED BUSINESS ENTERPRISE: The City agrees to

comply with the disadvantage business enterprise requirements as contained in 49 CFR Part 26.

(21) INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or third party contract or to any benefit arising therefrom.

(22) BUY AMERICA: The City agrees to abide by the provision of the Buy America requirements of 49 CFR Part 661.

(23) RESTRICTION ON LOBBYING: The City agrees to abide with the requirements of section 1352 of Title 31, U.S.C.

(24) COMMISSION REPRESENTATIVE: The Commission's Chief Financial Officer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(25) MTFC REPRESENTATIVE: MTFC's Treasurer is designated as MTFC's representative for the purpose of administering the provisions of this Agreement. MTFC's representative may designate by written notice other persons having the authority to act on behalf of the MTFC in furtherance of the performance of this Agreement.

(26) CITY REPRESENTATIVE: The City's Mayor is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(27) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

MTFC to: Missouri Transportation Finance Corporation
Attn: Treasurer
105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102-0270
Facsimile No.: (573) 526-2819

Commission to: Missouri Department of Transportation
Attn: Chief Financial Officer
105 West Capitol Avenue

P.O. Box 270
Jefferson City, Missouri 65102-0270
Facsimile No.: (573) 526-2819

City to: City of Branson
Attn: Karen Best
110 W. Maddux
Branson, MO 65616
Facsimile No.: (417)335-6042

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(28) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(29) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(30) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement. In its sole discretion, the MTFC may unilaterally sell, assign, transfer or delegate its interest in this Agreement.

(31) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(32) FEDERAL HIGHWAY ADMINISTRATION GUIDELINES: The City agrees to comply with the Federal Highway Administration (FHWA) guidelines under which the MTFC was created as a State Infrastructure Bank (SIB), which specifically dictate that all projects receiving assistance from the SIB must comply with the federal requirements that apply to projects under Title 23, U.S.C. or Title 49, U.S.C. when the assistance is derived from: (1) the federal funds deposited into the SIB; (2) the non-federal matching funds; (3) all repayment amounts from federal and non-federal sources; and (4) any investment income generated from these funds. The City agrees to comply with further guidance under Title 23, U.S.C., Chapter 6, Section 610.1 which provides that the construction of such federal-aid highways shall be undertaken by the respective state transportation departments or under their direct supervision in accordance with the state and federal laws.

(33) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(34) CONFIDENTIALITY: The City shall not disclose to third parties confidential factual matters provided by the Commission or MTFC except as may be required by statute, ordinance, or order of court, or as authorized by the MTFC. The City shall notify the MTFC immediately of any request for such information.

(35) PERFORMANCE DATE NOT BUSINESS DAY: If any date for the disbursement of a portion of the Direct Loan, the payment of a City Payment or the taking of any other action hereunder is not a Business Day, then such disbursement or payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for disbursement, payment or performance. For purposes of this Agreement, Business Day means any day other than a Saturday, Sunday, a day that is a business holiday in the State of Missouri or any other day on which banking institutions in Missouri are required or authorized by law to close.

(36) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(37) EXECUTION IN COUNTERPARTS: This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same agreement.

(38) COMPONENTS OF AGREEMENT: This Agreement incorporates by reference the MoDOT Partnership Development Application, the MTFC Loan Policy and any written addendums and amendments thereto as if these incorporated documents were set forth herein word by word and constitutes the complete and entire understanding and agreement among the Commission, MTFC and the City with respect to the subject matter of this Agreement. In case of a conflict between the terms contained in the MoDOT Partnership Development Application and MTFC Loan Policy, the terms of the MoDOT Partnership Development Application shall govern. In the event of a conflict between the terms of the MoDOT Partnership Development Application and this Agreement, the terms of this Agreement shall govern. However, the MTFC reserves the right to clarify any contract term or relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the MoDOT Partnership Development Application, MTFC Loan Policy or this Agreement.

(39) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ___ day of _____, 20___.

Executed by the Commission this ____ day of _____, 20___.

Executed by the MTFC this ____ day of _____, 20___.

MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION

_____

Title_____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

MISSOURI TRANSPORTATION FINANCE CORPORATION

_____

Title_____

ATTEST:

_____
Secretary to the Missouri Transportation Finance Corporation

CITY OF BRANSON, MISSOURI

By _____

Title: _____

ATTEST:

By_____

Title: _____

Approved as to Form:

_____

Title: _____

Ordinance: _____

ACKNOWLEDGMENT BY CITY

STATE OF_____)
) ss
COUNTY OF_____)

On this ____ day of _____, 20___, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ for the City of _____ and that the foregoing instrument was signed and sealed on behalf of the City of _____ and that he acknowledged said instrument to be the free act and deed of the City of _____ and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

_____
Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT BY COMMISSION

STATE OF_____)
) ss
COUNTY OF_____)

On this ____ day of _____, 20___, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said _____ acknowledged said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

_____
Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT BY MISSOURI TRANSPORTATION FINANCE CORPORATION

STATE OF_____)
) ss
COUNTY OF_____)

On this ____ day of _____, 20___, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the Missouri Transportation Finance Corporation and the seal affixed to the foregoing instrument is the official seal of said Corporation and that said instrument was signed in behalf of said Corporation by authority of the Missouri Transportation Finance Corporation and said _____ acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

_____
Notary Public

My Commission Expires: _____

Exhibit A

Form **8038-G**
(Rev. September 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return**, check here ▶ ☐

1 Issuer's name **City of Branson**	2 Issuer's employer identification number (EIN) **44-6000142**
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) **Jamie Rouch, Finance Director**	3b Telephone number of other person shown on 3a **417-338-8538**
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite **110 W Maddux St** **Ste 200**	5 Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code **Branson, MO 65616**	7 Date of issue **December 13, 2016**
8 Name of issue **MTFC Loan**	9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) **Stacy McAllister**	10b Telephone number of officer or other employee shown on 10a **417-337-8506**

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13	13,200,000	00
14	Public safety	14		
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ▶	18		
19	If obligations are TANs or RANs, check only box 19a ▶ ☐ If obligations are BANs, check only box 19b ▶ ☐			
20	If obligations are in the form of a lease or installment sale, check box ▶ ☐			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	07/01/2026	$ 13,200,000.00	$ 14,366,101.54	10 years	1.82 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	0	00
23	Issue price of entire issue (enter amount from line 21, column (b))			23	13,200,000	00
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	0 00			
25	Proceeds used for credit enhancement	25	0 00			
26	Proceeds allocated to reasonably required reserve or replacement fund	26	0 00			
27	Proceeds used to currently refund prior issues	27	0 00			
28	Proceeds used to advance refund prior issues	28	0 00			
29	Total (add lines 24 through 28)			29	0	00
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	13,200,000	00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC ▶ _____			
c	Enter the name of the GIC provider ▶ _____			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:
b Enter the date of the master pool obligation ▶ _____
c Enter the EIN of the issuer of the master pool obligation ▶ _____
d Enter the name of the issuer of the master pool obligation ▶ _____
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . ▶ ☐
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶ ☐
41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:
b Name of hedge provider ▶ _____
c Type of hedge ▶ _____
d Term of hedge ▶ _____
42 If the issuer has superintegrated the hedge, check box . . . . . ▶ ☐
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶ ☐
44 If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶ ☐
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement . . . . . ▶ _____
b Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Jamie Rouch — Signature of issuer's authorized representative — Date

Jamie Rouch, Finance Director — Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN

Firm's name ▶ | Firm's EIN ▶

Firm's address ▶ | Phone no.

BILL NO. 5095

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF HUNTER CHASE AND ASSOCIATES, INC. PERTAINING TO THE HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS – PHASE III PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

FIRST READING: DECEMBER 8, 2016 **FINAL READING:** DECEMBER 13, 2016

INITIATED BY: ENGINEERING DEPARTMENT

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

BRANSON COMMUNITY PLAN 2030:

Community Character CC - 2.2.1; 2.3.1; 2.3.2; 1.1.2; 6.1.1; 2.1.4; 2.5.1
Transportation - 1.1.2

STAFF REPORT:

Bids were received on October 27, 2016 for the Historic Downtown Streetscape Project Phase III Improvements which is Commercial Street from Atlantic to Pacific. The project includes new storm sewers, waterlines, and surface improvements similar to the Phase I project. The sidewalk width is approximately equal to the existing sidewalk measurements.

Bids were received from three firms. The engineers, Great River Engineering, structured the bid notice with the intention that the bid award would be based on a combination of construction bid price (which is the value in the actual contract with the city) and the value of the time to do the work. The contract has a 137 day time limit and the value of each day was calculated by the consulting engineers at $2,300 per day. When the bids were received, two of the bidders used the full 137 days for their calculation. The bidder who was lowest on the construction cost based his time value on the schedule to complete the Main Street intersection due to a misunderstanding in communications with city staff. The contract allows for the city to waive any irregularities in the bidding and so it is acceptable to correct this miscalculation to the 137 days like the other bidders. Regardless of the error, the low bidder was still the lowest price in all ways of evaluating the bids, even implementing the low bidder's calculation error. The results of the bid are not changed if the award is simply based on the lowest construction coats and therefore the three bids were:

Hunter Chase & Assoc.	Tom Boyce Excavating	D&E Plumbing & Heating
$2,373,344	$2,665,570	$3,110,622

Staff recommends the contract be awarded to the low bidder, Hunter Chase & Associates, Inc. As part of the correction of the error in their time value calculation, a change order will be immediately processed that eliminates their ability to receive any incentive pay for early completion. They will still be assessed liquidated damages if the Main Street intersection is not reopened by March 15, 2017 and liquidated damages if they are not completely finished with the entire project by May 19, 2017.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: EN1201 140-5010-510.90-11

ATTACHED INFORMATION:

BILL NO. 5095 **ORDINANCE NO. _____**

AN ORDINANCE ACCEPTING THE PROPOSAL OF HUNTER CHASE AND ASSOCIATES, INC. PERTAINING TO THE HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS – PHASE III PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for bids for the construction of Phase III of the Historic Downtown Streetscape Project; and

WHEREAS, the bid from Hunter Chase and Associates, Inc. has been recommended for approval; and

WHEREAS, the Board of Aldermen desire to award the contract to construct the Phase III of the Historic Downtown Streetscape Project Improvements.

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

Section 1: The Board of Aldermen hereby accepts the proposal of Hunter Chase and Associates, Inc. pertaining to the Historic Downtown Streetscape Improvements – Phase III project and authorizes the Mayor to execute the contract in the form attached hereto as Exhibit "1".

Section 2: The Board of Aldermen hereby authorizes the additional expenditure of up to 10% of the proposal cost accepted in Section 1, through Change Orders approved by the City Administrator.

Section 3: This Board of Alderman hereby authorizes the City Administrator to approve change orders for contractual time extensions, as necessary, in accordance with the City's change order policy established in Resolution 98-R04.

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

Read, this first time on this _____ day of _____, 2016.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this _____ day of _____, 2016.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

WTD 12-4-14
William T. Duston
City Attorney

CONSTRUCTION CONTRACT

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

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for the complete construction as follows for the Historic Downtown Phase 3 Streetscape Improvements in Branson, Missouri. The construction includes furnishing the supervision, labor, tools, equipment, materials and supplies for the streetscape but are not limited to the following items of work: removals, excavation, temporary erosion control, temporary traffic control, sidewalk, roadway, storm sewer, water line, curb, electrical, finish grading, irrigation, landscaping and other miscellaneous work included in the contract 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 by May 19, 2017. A Notice to Proceed shall be issued by the City Engineer within 30 days after the date of this contract. Contractor shall not proceed with the work unless and until this contract has been signed by all parties, and a Notice to Proceed has been issued by the City.

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

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

4. 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.

5. 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 4 of this contract. This penalty shall not begin to accrue until the time periods described in Paragraph 4 above have lapsed.

B. Violations and imposition of the penalty described in Paragraphs 4 & 5 shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

6. 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 Branson City Engineer.

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

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

C. Automobile Liability Insurance with a company authorized to do business in the State of Missouri covering bodily injury and property damage for owned, non-owned and hired vehicles, with respect to injuries and/or death of any one person in a single accident or occurrence. The policy shall meet the scope or extent of the city's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo (Supp 1995). The City of Branson **must** be named as additional insured. The policy must also specify that the Contractor or his employees and/or the subcontractor's employees operating their own vehicles for business reasons applicable to the performance of their work whether or not involved in operations pertaining to the performance of the contract for the City, will be protected by a non-ownership and hired automobile liability policy with limits as described above for automobile liability and property damage.

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

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

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

F. The Contractor shall furnish the City, prior to approval of the contract, the policy as specified in this section and satisfactory proof of carriage of all the insurance required by this contract. NOTE: It is the sole responsibility of the Contractor to furnish current insurance certificates if expiration dates do not coincide with the beginning and ending

dates of this contract. Current insurance certificates are also required for any additional renewal periods covered by this contract. Any failure to maintain insurance coverage shall not relieve any contractual responsibility or obligation or liability under the contract documents. Renewal certificates for this contract must be faxed to the City of Branson Engineering Department, 110 W. Maddux, Suite 310, 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.

7. Liquidated Damages. The City Engineer will deduct amounts specified in the special provisions 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 Engineer is authorized to deduct such liquidated damages from any amount otherwise due under this contract.

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

Two Million Three Hundred Seventy-Three Thousand Three Hundred Forty-Four and 00/100 Dollars
$(2,373,344.00)

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

10. Payment Procedures. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by the City Engineer 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 City Engineer, 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 percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as City Engineer shall determine, or City may withhold, in accordance with the General Conditions.

C. 90% of work completed (with the balance being retainage). If work has been 50% completed as determined by City Engineer, and if the character and progress of work have been satisfactorily to City and City Engineer, City may determine that as long as the character and progress of the remaining work is satisfactory to them, there will be no additional retainage.

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

E. Final Payment. Upon final completion and acceptance of the work in accordance with

the General Conditions, City shall pay the remainder of the Contract Price.

11. Interest. All moneys not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the project.

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

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

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

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

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

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

13. 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.

14. 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.

15. 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.

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.

16. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 13, 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.

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

18. 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.

19. 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.

20. Payment. The City will pay the Contractor in accordance with the rate set forth in the Contract Documents, on file in the 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 4 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.

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

A. Contract & Addendums

B. All Change Orders

C. Bid Plans and Specifications

D. Standard General Conditions, Technical Specifications & Special Conditions

E. Proposal/Bid

F. Instructions to Bidders

G. Performance Bond

H. Payment and Material Bond

I. Non-Collusion Affidavit

J. Notice of Award & Notice to Proceed

K. City Business License

L. Certification of Individual Bidder/Affidavit

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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: _____
Karen Best, Mayor

(SEAL)

Attest _____
Lisa K Westfall
City Clerk

Address for giving notices
110 W. Maddux
Branson, MO 65616

Approved as to Form:

_____
William T. Duston, City Attorney

CONTRACTOR-Hunter Chase & Associates, Inc.

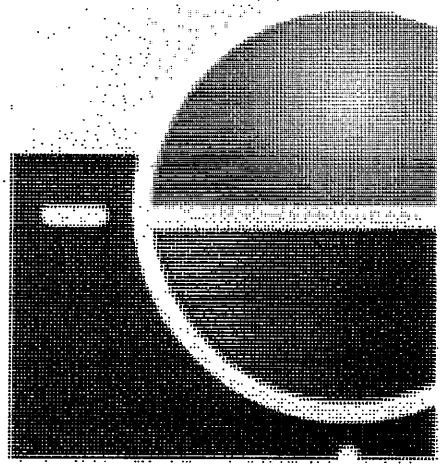
By: _____

(SEAL)

Attest _____

Address for giving notices:
1200 E. Woodhurst Drive, J-200
Springfield, MO 65804

#5

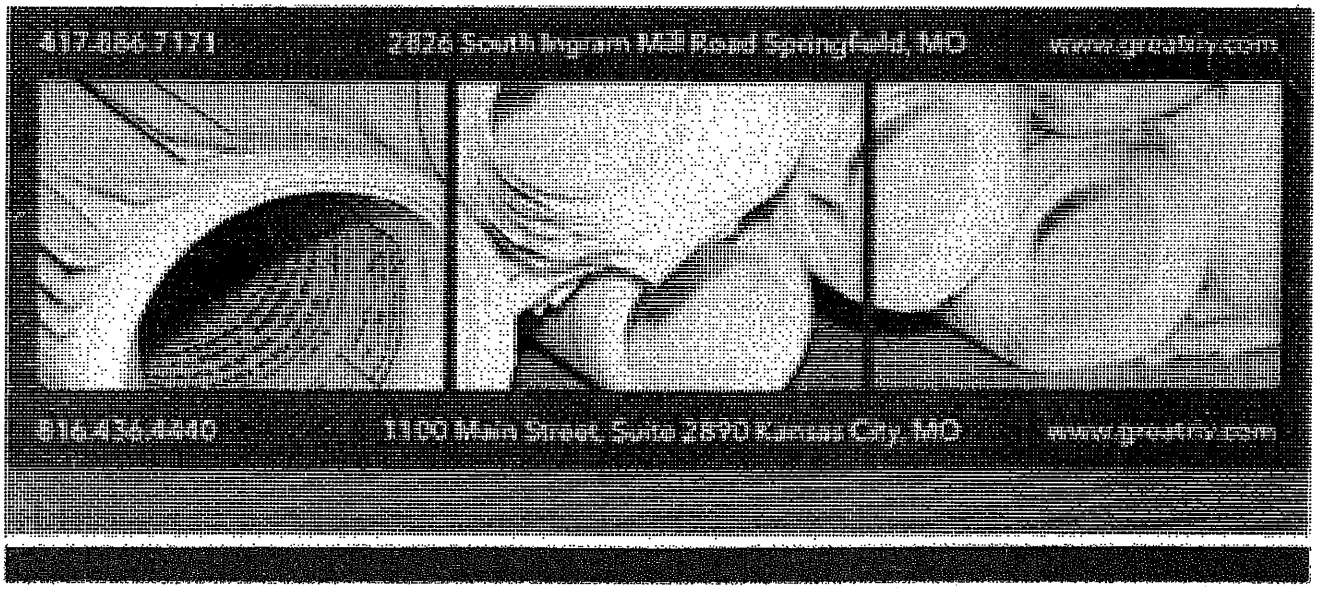


CITY OF BRANSON HISTORIC DOWNTOWN PHASE 3 STREETSCAPE IMPROVEMENTS

Contract Documents

CITY OF BRANSON
Branson City Hall
110 W. Maddux Street, Suite 310
Branson, MO 65616

GRE: 3636



GREAT RIVER ENGINEERING

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the City of Branson City Clerk, City Hall, Commercial & Maddux, Branson, Missouri, 65616 until 10:00 a.m., local time on October 27th, 2016, for the ***HISTORIC DOWNTOWN PHASE 3 STREETSCAPE IMPROVEMENTS*** in Branson, Missouri and then publicly opened and read at City Hall, Commercial & Maddux, Branson, Missouri.

The work to be performed under the provisions of this contract consists of the complete construction as follows:

The construction includes total reconstruction of Commercial Street from Pacific Street to Atlantic Street. The streetscape improvements include, but are not limited to the following items of work: removals, excavation, roadway and sidewalk reconstruction, roadway lighting, water main, storm sewer, landscaping, irrigation, signing, temporary erosion control, temporary traffic control and other miscellaneous work included in the contract documents.

A PRE-BID MEETING will be held on October 11th, 2016 at 10:00 a.m. The meeting will be held at the City Hall in Branson Missouri to address any questions from perspective bidders and provide a project overview. The pre-bid meeting is not mandatory.

Copies of the drawings, specifications and other proposed contract documents may be obtained by prospective bidders from the City of Branson Engineering Department at a non-refundable cost of $150.00. Complete digital project bidding documents are available for a non-refundable fee of $10.00 at www.questcdn.com by entering Quest Project Number # 4682401, or by going to www.bransonmo.gov and click on "Bids". At the new screen, click on Construction Bids. Plans and specifications may also be examined at the office of the City Engineer at City Hall, Commercial & Maddux, Branson, Missouri 65616, (417) 337-8559.

Bids will be received on a lump sum and unit price basis. Each bidder shall file with his bid a cashier's check, certified check or a bidder's bond for 5 percent (5%) of the total amount of the base bid made payable to the City of Branson, Missouri, hereinafter referred to as the Owner.

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

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

Enrollment in Federal Work Authorization Program

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars ($5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Safety Training

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

Contract time will be specified in the Bid Form. No Bid may be withdrawn within a period of 60 days after the date fixed for opening Bids.

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

MAYOR AND BOARD OF ALDERMEN
BRANSON, MISSOURI

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INSTRUCTIONS TO BIDDERS

Bids will be received by the City of Branson, Missouri (herein called the "Owner"), at City Hall until 10:00 a.m. on October 27th, 2016 and then at said office publicly opened and read aloud.

GENERAL INSTRUCTIONS AND DEFINED TERMS:

Prospective bidders are instructed to read and become very familiar with the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2011," and City of Branson Standard General Conditions Technical Specifications for Public Improvement Projects adopted September 2011 and all revisions thereto. These instructions to bidders in no way reduce the scope of or the contents of the provisions in the technical specifications.

Terms used in these Instructions to Bidders, which are defined in the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2011," and Standard General Conditions and Technical Specifications for Public Improvement Projects have the meanings assigned to them in the General Conditions.

PRE-BID MEETING:

A pre-bid meeting will be held on October 11th, 2016 at 10:00 a.m. The meeting will be held at the City Hall in Branson Missouri to address any questions from perspective bidders and provide a project overview. The pre-bid meeting is not mandatory.

QUALIFICATIONS OF BIDDERS:

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

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

EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

It is the responsibility for each Bidder before submitting a Bid to do the following:

1. examine the Contract Documents thoroughly
2. visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work
3. consider federal, state and local laws and Regulations that may affect cost, progress, performance or furnishing of the Work
4. study and carefully correlate Bidder's observations with the Contract Documents
5. notify engineer of all conflicts, errors or discrepancies in the Contract Documents.

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

Each bid must be submitted in a sealed envelope, addressed to the Owner. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for the type of improvements noted on the Bid sheets and the envelope should bear on the outside the name of the Bidder, his address, his license number, if applicable, and the name of the project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed the Owner.

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

The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual Agreement between the Owner and the Bidder.

SUBCONTRACTORS, SUPPLIERS AND OTHERS:

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

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

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

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

If approval is given for subletting work, the Contractor shall perform with his own organization bid items amounting to not less than twenty (20) percent of the total contract cost. The percentage of the work to be performed shall be computed using the bid items as shown on the bid proposal and the unit prices as submitted by the Contractor. No breakdown of the bid items will be allowed, such as breaking an excavation bid item into labor, equipment, fuel, etc. The unit prices used in the computation will be the bid price on the bid proposal, not the price the Contractor is to pay the subcontractor. The contract value of items so designated as specialty items in the contract by the Special Provisions when subcontracted, may be deducted from the total contract price before computing the amount of work required to be performed by the prime contractor.

No subcontractor may further subcontract any of his work.

Enrollment in Federal Work Authorization Program: Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars ($5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

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

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

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

A bid bond payable to the Owner for five percent (5%) of the total amount of the Bid Form must accompany the bids. As soon as the Bid prices have been compared, the City will return the bonds of all except the three lowest responsible Bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful

Bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond.

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

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance bond and payment bond within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Bidder to execute the Agreement, the Owner may, at his option, consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

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

The City shall issue the Notice to Proceed within thirty (30) days of the execution of the Agreement. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

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

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

Neither the final payment nor any part of the retained percentages shall become due until the Contractor delivers to the Owner a complete release of all claims arising out of this contract, whether liens arising out of performance of the contract or claims whether of persons or property arising out of or related in any manner whatsoever to the Contractor's performance, or receipts in

full in lieu thereof, and, in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any liens or claim. If any lien or claim remains unsatisfied after all the payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees. Upon request of the Owner, the Contractor will, at his own expense, by bonding it or otherwise, secure the prompt discharge of any lien or claim which may be filed against the property arising out of the contract. The required lien waiver forms are enclosed. Copies may be obtained from the Engineer.

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

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

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

A conditional qualified Bid will not be accepted.

After the bids are opened and the bid totals read, they will be compared on the basis of the contract amount, to which has been added the product of the closure time submitted by the bidder and the average daily road-user cost shown in the bid. This total amount will be used to determine the lowest responsive and responsible bid for the project. The Owner reserves the right to reject and all bids including those which, in the sole judgment of the owner contain too few or too many units of closure time.

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

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

LIST OF ITEMS TO BE SUBMITTED

Items required to be submitted with Bid:

1. Bid Form
2. Bid Bond
3. Current Statement of Bidder's Qualifications
4. Acknowledgement of any Addendum issued
5. Subcontractor Disclosure Form
6. Bid security made payable to City of Branson in an amount of five percent (5%) of the bidder's maximum Bid price.
7. Immigration Affidavit

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

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

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

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

Items required to be submitted prior to commencement of work:

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

Items required to be submitted monthly with construction payments:

1. Certified Payroll complying with Prevailing Wage Requirements

Items required to be submitted prior to final payment:

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

GENERAL CONDITIONS

A. DEFINITION OF TERMS OR DESCRIPTIVE WORDS

1. Advertisement: The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished.

2. Award: The action of the city accepting the proposal of the lowest responsible bidder for the work, subject to the execution and approval of a satisfactory contract therefore and bond to secure the performance thereof, and to such other conditions as may be specified or as required by law.

3. Bidder: Any individual, partnership, corporation or joint venture submitting a proposal to perform the work contemplated.

4. Bid Security: A bid security shall be a bond provided by a surety company authorized to do business in this state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the city in an amount equal to at least 5% of the amount of the bid.

5. Basis of Design Product: A specification in which a specific manufacturer's product is named and accompanied by the words "basis of design product", including make or model number or other designations to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance and other characteristics for purposes of evaluating comparable products of additional manufacturers. Submission for the Engineer to consider a comparable product is to be accompanied by a detailed description of the products significant qualities as listed above and within the special provisions.

6. Change Order: A written order from the engineer to the contractor, as authorized by the contract, directing changes in the work as made necessary or desirable by unforeseen conditions or events discovered or occurring during the progress of the work.

7. Contract Documents: The contract documents shall include, but not be limited to, the signed Contract and Bond, Addenda, Notice to Contractors, signed copy of the Bid, General Conditions, Special Provisions, Technical Specifications, and Plans and/or Supplemental Sketches. The signed Contract, together with the other documents enumerated therein or hereinbefore, forms the Contract between the parties. These documents are as fully a part of the contract as if attached thereto or repeated therein.

8. Contract Time or Completion Date: The number of calendar days shown in the proposal, including authorized extensions, is the time allowed for the completion of the work contemplated in the contract. If a calendar date for completion is shown in the proposal, then the work contemplated shall be completed by that date. A calendar day is defined as every day shown on the calendar (including weekends and holidays). No time extensions will be granted for delays caused by weather, utility conflicts, excavations encountering rock, changing excavation quantities or contractor scheduling.

9. Contractor: The individual, partnership, corporation, or joint venture undertaking

performance of the work under the terms of the contract, and acting directly or through his or its agents, employees, or subcontractors.

10. Easement: The right to use property owned by others for a specific purpose. An easement is an interest in the property, however, the original property owner retains legal title to that particular property.

11. Engineer: The city engineer or any of his authorized representatives. Where the term "City Engineer" is used, it shall mean the city engineer in person.

12. Extra Work: An item of work not provided for in the contract as awarded but found essential to the satisfactory completion of the contract and within the intended scope of the contract, as determined by the city engineer.

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

14. Notice to Proceed: The written notice from the city engineer notifying the contractor of the date, which he is to begin prosecution of the work.

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

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

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

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

19. Form of Proposal: The approved form furnished by the city engineer on which the bid prices for the work is to be submitted.

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

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

22. Special Provisions: Directions or requirements, peculiar to the work and not otherwise thoroughly or satisfactorily detailed or set forth in the general conditions or technical specifications. Special provisions may be included in the specifications or may be included as

a note or special detail on the plans. Special provisions shall prevail over general conditions, technical specifications, and plans whenever in conflict therewith.

23. Specifications: The directions, provisions, and requirements contained in these general conditions and technical specifications, together with such as may be added or adopted as supplemental specifications or special provisions for the performance of the work and for the quantity, quality, and proportion of materials.

24. Subcontractor: Any individual, partnership, corporation, or joint venture to which the contractor, with the consent of the city engineer, sublets any part of the work under the contract.

25. Surety: A corporate body duly authorized to do business in the State of Missouri, and which has executed a bid bond with the bidder.

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

B. BIDDING REQUIREMENTS AND CONDITIONS

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

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

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

4. Examination of Specifications and Site of Work. The city engineer will prepare location maps and specifications giving such directions as will enable the contractor to carry them out. The bidder is expected to examine carefully the site of the proposed work, the proposal,

specifications, and other contract documents before submitting a proposal. The specifications, and other documents designated in the proposal form will be considered a part of the proposal whether attached or not. The conditions indicated on the plans and in the proposal represent information available from surveys and studies, but the submission of a bid shall be considered proof that the bidder has made his own examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the specifications and other contract documents.

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

The city engineer will correct all errors in extensions or totals and such corrected extensions and totals will be used in comparing bids.

a. A proposal from an individual, including any doing business under a fictitious name, shall be signed by the individual, and his address shown.

b. A proposal by a partnership or joint venture, including individuals doing business under fictitious names, or corporations, shall be executed by at least one of the partners followed by the title "Partner," or one of the joint ventures followed by the title "Joint Venturer" and the business address of the partnership or joint venture shown. The true legal name and address of each partner and joint venture shall also be shown.

c. A proposal by a corporation, whether acting alone or as a joint venture, shall include the address and name of the corporation and shall be signed by a person authorized by its Board of Directors to bind the corporation, with his title shown.

d. The name and address of the bidder shall be stated the same on all contract documents including the proposal, bid bond, contract, performance bond and insurance policies and certificates.

e. If the successful bidder is doing business in the State of Missouri under a fictitious name, such bidder shall furnish to the city engineer a certified copy Secretary of State, State of Missouri. The city will execute no contract until the bidder furnishes such certificate. If the successful bidder already has on file with the city engineer such a certificate, an additional certificate will not be required.

f. All successful bidders who are corporations organized in states other than Missouri, shall furnish at their cost, a certified copy of a certificate of authority and license to do business in Missouri, said certificate to remain on file with the city engineer. The city will execute no contract until the successful bidder furnishes such certificate. If the successful bidder already has on file with the city

engineer such a certificate, an additional certificate will not be required. The successful bidder agrees to cause its authority and license to do business as a foreign corporation to be continued and extended throughout the life of the contract, and until all claims thereon and hereunder shall have been finally settled.

g. All successful bidders who are corporations organized either in the State of Missouri or in other states, must have or must obtain an occupational license with the City of Branson, Missouri. The cost for this occupational license shall be borne by the bidder. The city will execute no contract until this occupational license has been obtained.

h. Where in the proposal form a "Unit Price" is set forth, the "Unit Price" shall include the furnishing by the contractor of all labor, tools, materials, machinery, appliances, plant and equipment appurtenant to, and necessary for the construction in every detail and the completion in a first class, workmanlike manner of all the work to be done under these specifications. The "Unit Price" shall also include all permanent protection of overhead, surface and underground structures, dust control during construction, cleaning up, finish, overhead expense, insurance, patent fees, royalties, risk due to the elements, delay, profit, injuries, damages, claims, and all other items not specifically mentioned that may be required to construct fully each item of work complete in place. Contractors are warned that unbalancing of bids may be cause for rejection. Proposals that show any omissions, alterations of form, additions not called for, conditional or alternate bids not called for, or irregularities of any kind may be rejected.

i. All proposals must be accompanied by a cashier's check or certified check for not less than five (5%) percent of the amount of the bid and made payable to the City of Branson, Missouri, or an acceptable bidder's bond guaranteed by a corporate surety company engaged in the business of signing surety bonds in the State of Missouri, said bidder's bond or check to be paid unconditionally to the City of Branson in the amount of not less than five (5%) percent of the bid.

j. A bidder may withdraw or revise a proposal after it has been deposited as set forth in the notice to contractor, provided the revision or the request for such withdrawal is received before the time set for opening proposals.

k. Any proposal received after the time for opening of bids will be returned to the bidder unopened.

l. Proposals will be opened and the bid totals read publicly at the time and place indicated in the notice to contractors, bidders, their authorized agents, and other interested parties are invited to be present.

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

a. False information provided on the "Statement of Bidders Qualifications".

b. Failure to pay, or satisfactorily settle, all bills due for labor or materials on former contracts.

c. Default under previous contracts.

d. Unsatisfactory performance record as shown by past work for the city judged from the standpoint of workmanship and progress.

e. When any agent or employee of the prospective bidder currently serves as an employee or agent of the city.

f. When any agent or employee of the prospective bidder has participated in the preparation of plans or specifications for the proposed work.

g. More than one proposal for the same work from an individual, firm, partnership or corporation under the same or different names.

h. Evidence of collusion among bidders.

i. Unbalanced proposals in which the bid prices for some items are obviously out of proportion to the bid prices of other items.

j. If the proposal does not contain a unit price for each pay item listed except in the case of authorized alternate pay items or lump sum pay items.

k. If there are omissions, erasures, unauthorized additions, conditional bids, or irregularities of any kind which may tend to make the proposal incomplete or ambiguous as to its meaning.

C. AWARD AND EXECUTION OF CONTRACT

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

2. Award of Contract. After the bids are opened and the bid totals read, they will be compared on the basis of the contract amount, to which has been added the product of the closure time submitted by the bidder and the average daily road-user cost shown in the bid. This total amount will be used to determine the lowest responsive and responsible bid for the project. The Owner reserves the right to reject and all bids including those which, in the sole judgment of the owner contain too few or too many units of closure time.

3. Assigning or Subletting the Contract. The apparent low bidder, and any other bidder so requested, shall within seven (7) days after bid opening submit to the engineering

department, a list of all subcontractors to be used on the project and the percentage of the contract that each will do. If the engineering department, after due investigations, has reasonable objections to any proposed subcontractor may, before the notice of award is given, request the apparent low bidder to submit an acceptable substitute without an increase in the bid price. If the apparent low bidder declines to make any such substitutions, the engineering department may award the contract to the next lowest bidder that proposes to use acceptable subcontractors. The declining to make requested substitutions will not constitute grounds for sacrificing the bid security of any bidder.

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

Subcontractors will be recognized and dealt with only as workmen and representatives of the contractor. If approval is given for subletting work, the contractor shall perform, with his own organization, work amounting to not less than twenty (20%) percent of the total contract cost. A subcontractor may not subcontract any portion of his work.

No second-tier subcontracting will be permitted.

4. Return of Proposal Guaranty. The proposal guaranty, whether check or surety bond, of the low bidder will be retained by the City until the contract has been executed, all insurance requirements met, and satisfactory contract bond furnished.

If the proposal guaranty is a check, it will then be returned to the low bidder. The proposal guaranty of the second low bidder will be retained until the city has determined that the award will not be made to him at which time the proposal guaranty will be returned if it is a check. If errors or irregularities appear in the proposal of either of the two apparent low bidders that create doubt as to the status of such proposal, the proposal guaranties of other bidders may be retained. When the two lowest bidders have been definitely established, any checks submitted, as a proposal guaranty by the other bidders will be returned. Any surety bond furnished, as a proposal guaranty will be returned only upon request of the bidder furnishing it. If an award is not made, all checks submitted as a proposal guaranty will be returned to the bidders.

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

6. Failure to Execute Contract. Failure to execute the contract and file acceptable bond and insurance within 10 days after the contract has been mailed to the bidder shall be just cause

for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the city may decide.

D. SCOPE OF WORK

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

2. Alteration of Plans. The city reserves the right to make, at any time during the progress of the work, without notice to the surety, such increases or decreases in quantities up to 25% of the total contract price for the project and such alterations in the details of the construction, including alterations in the grade as may be found necessary or desirable. Plan changes may include the addition, elimination, reduction, or increase of any one or more items or units. If the plan change results in the increase or decrease of the quantity of a major item by more than 25 percent, the city may require negotiation of the unit price for that portion of the major item above 125 percent or below 75 percent of the quantity stated in the contract. A major item, for the purpose of this section, will be considered to be single bid items or if noted elsewhere a group of items or separate schedules, the total cost of which exceeds 15 percent of the total contract price for the project. For contract plan changes involving work for which there is no unit price, city and contractor shall, if possible, agree on a fair unit price or sum to be added to or deducted from the contract, as appropriate.

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

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

Manual of Traffic Control Devices, or as otherwise approved by the city engineer.

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

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

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

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

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

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

7. Removal of Drainage Pipe and Culverts. Drainage structures at driveways, private entrances and street intersections, which must be removed during the normal prosecution of the

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

8. Extra Work and Force Account.

a. The contractor shall perform unforeseen work, for which there is no provision included in the contract, whenever it is deemed necessary or desirable to complete the work as contemplated. Such work shall be performed in accordance with the specifications and as directed by the city engineer.

b. Payment for extra work will be based on lump sum or unit prices previously agreed to in writing by the parties to the contract or the city may require the contractor to do such work on a force account basis.

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

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

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

iii. Equipment. For any equipment necessary to perform the work, including all fuel and lubricants, tires, and repairs, the contractor will be allowed the hourly rental rates set out in the "Rental Rate Blue Book for Construction Equipment" on file at the time the work is done. The allowed rates will be the sum of the bare hourly rates and the estimated operating cost per hour. The allowed time for the hourly rental rates will include that time required to move the equipment to and from the site of the force account work plus the actual operating time on the work. If the actual unit of equipment is

not listed in the schedule, the rate listed for similar equipment shall be used.

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

v. Compensation. Each day the contractor's representative and the engineer shall compare records of the cost of the force account work and both the engineer and the contractor shall sign them. No payment will be made for the force account work until the contractor has furnished the city engineer with itemized statements of cost of such work.

E. CONTROL OF WORK

1 Authority of the Engineer

a. When work is being performed under direct contract with the City of Branson, the engineer, or his duly authorized representative will decide all questions which may arise as to the quality, quantity and acceptability of materials furnished and work performed. The engineer's decision as to the intent of the contract, plans, specifications and estimates, and as to all questions arising as to the acceptable fulfillment of the contract on the part of the contractor; all questions of classification; the proper compensation for the performance or breach of the contract; all claims of any character whatsoever in connection with or growing out of the construction whether claimed under the contract, under force account, under quantum merit, or otherwise; and the engineer's estimates and decisions shall be final, binding, and conclusive upon all parties to the contract.

b. The engineer, or his duly authorized representative, has the authority to suspend work, being performed on city rights-of-way and easements, wholly or in part for such period or periods as he may deem necessary due to the failure of the contractor to correct conditions unsafe for the workmen or general public.

c. In case of failure on the part of the contractor to execute work ordered by the engineer, the engineer may, at the expiration of a period of 48 hours after giving written notice to the contractor, proceed to execute such work as may be deemed necessary, and the cost thereof shall be deducted from compensation due or which may become due the contractor under the contract.

d. When work is performed on city rights-of-way and easements in conjunction with private improvements, all work will be inspected by the engineering department to ensure conformity to these General Conditions and Technical Specifications.

The city engineer will decide all questions which may arise as to the quantity of materials furnished; work performed as to the acceptable rate of progress; all questions as to the acceptable fulfillment of the contract between the developer and the contractor; all questions of classification; the proper compensation for the performance or breach of the contract: and all claims of any character whatsoever in connection with or growing out of the construction contract between the developer and the contractor. The city engineer will also be responsible for resolving any conflicts between the plans and existing site conditions; any conflicts between the plans and the construction staking; and any conflicts between constructability of the plan and these specifications and site conditions.

e. Nothing contained in this section or in the contract shall be construed as requiring or permitting the engineer or his duly authorized representative, to direct the method or manner of performing any work at a job site.

2. Authority and Duties of the Inspectors or Assistants.

a. The city engineer may appoint inspectors as assistants to inspect all materials used and all work performed. Such inspection may extend to any or all parts of the work and to the preparation or manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge or relax the provisions of the specifications.

b. An inspector will not be authorized to approve or accept any portion of the work or to issue instructions contrary to the plans and specifications. The inspector will have authority to reject defective material and to suspend any work that is being improperly done, subject to the final decision of the city engineer. The inspector will exercise such additional authority as may, from time to time, be especially delegated to him by the city engineer. An inspector will call to the attention of the contractor any lack of compliance with the plans or specifications. However, failure of an inspector or the city engineer to call the attention of the Contractor to the faulty work, or lack of compliance with the plans and specifications, shall not constitute acceptance of said work.

c. When an inspector is assigned to the work being performed in conjunction with a city contract, the inspector will keep the city engineer informed as to the progress of the work and the manner in which it is being accomplished.

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

a. If the engineer finds the materials or the finished product in which the materials are used not in conformity with the plans and specifications but that reasonably acceptable work has been produced; he will then make a determination as to whether or not the work will be accepted and remain in place. If accepted, the engineer will document the basis of acceptance by contract modifications that

may provide for an appropriate adjustment in the contract price for such work or materials, as he deems necessary to conform to his determination based on engineering judgment.

b. If the engineer finds the materials or the finished product in which the materials are used or the work performed have resulted in an unacceptable product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the contractor.

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

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

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

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

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

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

agreement in writing as to prices, shall be considered as unauthorized work and done at the contractor's risk. All work considered unauthorized, at the option of the engineer, may not be measured and paid for, and may be ordered removed at the contractor's expense. Upon failure of the contractor to repair satisfactorily or to remove and replace rejected, unauthorized, or condemned work or materials immediately after receiving notice to the contractor, the city has the authority to cause unauthorized work to be removed. The cost of such work shall be paid to the Office of the City Engineer prior to final payment or shall be deducted from final payment.

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

a. Cause any excavation upon the real estate to be backfilled and graded to the original grade;

b. Remove, insofar as reasonably possible, all debris resulting from construction, including rock;

c. Provide during construction reasonable access to the public street where any excavation upon the real estate might otherwise interfere therewith; and

d. Cause all lot corner pins disturbed by his operation to be reset by a registered land surveyor, and will file with the city a certificate from the surveyor that said pins have been reset.

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

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

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

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

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

F. CONTROL OF MATERIAL

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

G. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

1. Laws to be Observed. The contractor shall at all times observe and comply with all federal and state laws, local laws, ordinances, decrees, and regulations existing at the time of or enacted subsequent to the execution of the contract which in any manner affect the prosecution of the work. The contractor and his surety shall indemnify and save harmless the city and all of its officers, engineers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the contractor, his employees, or his subcontractors.

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

3. Non-Discrimination. The contractor shall be required to comply, and cause his subcontractors, if any, to comply with all local, state and federal laws, regulations, and directives against discrimination in connection with the project. Such nondiscrimination

requirements extend to procurement of materials and lease of equipment for use in connection with the project.

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

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

Employee Accommodation:

a. The contractor shall provide and maintain in a neat and sanitary condition, such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Missouri Department of Natural Resources or of other bodies or tribunals having jurisdiction over public health and sanitation. No public or private nuisance shall be permitted.

b. All sanitary facilities and safety devices shall be furnished free to employees and the cost to the contractor will be considered covered under the various items of the contract documents.

c. The contractor's employees and the subcontractors' employees shall conduct themselves in action and language in a moral manner or the city will order the work stopped until the employee or employees are removed (or the situation is corrected).

6. Preservation of Monuments and Artifacts.

a. Monuments. The contractor shall not disturb or damage any land monument or property landmark until authorized by the engineer.

b. Artifacts. The contractor shall be responsible for the preservation of all artifacts, fossils, and other items of archaeological or geological significance discovered within the right-of-way during his operations, and shall handle such items as follows:

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

encountered.

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

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

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

a. Investigate a claim within a reasonable period of time when notified by a citizen or the city of Branson.

b. Within 5 days after completing the investigation, the contractor shall notify in writing the person making the claim that the contractor is approving or denying the claim or a part thereof. The city shall receive a copy of the written notification.

c. Assure that claims shall not be denied for frivolous reasons.

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

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

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

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

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

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

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

c. Automobile Liability Insurance with a company authorized to do business in the State of Missouri covering bodily injury and property damage for owned, non-owned and hired vehicles, with respect to injuries and/or death of any one person in a single accident or occurrence. The policy shall meet the scope or extent of the city's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo (Supp 1995). The City of Branson must be named as additional insured. The policy must also specify that the Contractor or his employees and/or the subcontractor's employees operating their own vehicles for business reasons applicable to the performance of their work whether or not involved in operations pertaining to the performance of the contract for the City, will be protected by a non-ownership and hired automobile liability policy with limits as described above for automobile liability and property damage.

d. All of the above coverage described pertaining to Worker's Compensation, Public Liability, Automobile Liability and Non-Ownership and Hired Car Liability requiring certificates of insurance to the City must specifically provide that "no changes of coverage will be made in the contract nor will any coverage be cancelled or altered without a thirty (30) day notice of cancellation or alteration being mailed to the Engineering Department, 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 subcontractor has employees working on the project, unless the general public liability and property damage policy (or rider attached thereto) of the general contractor provides adequate protection against claims arising from operations by anyone directly or indirectly employed by contractor.

f. The Contractor shall furnish the City, prior to approval of the contract, the policy as specified in this section and satisfactory proof of carriage of all the insurance required by this contract. NOTE: It is the sole responsibility of the Contractor to furnish current insurance certificates if expiration dates do not coincide with the beginning and ending dates of this contract. Current insurance certificates are also required for any additional renewal periods covered by this contract. Any failure to maintain insurance coverage shall not relieve any contractual responsibility or obligation or liability under the contract documents. Renewal certificates for this contract must be faxed to the City of Branson Engineering Department, 110 W. Maddux, Suite 310, Branson, MO 65616.

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

h. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo. (Supp 1995) is broadened or increased during the term of this contract by legislative or judicial action, the City may require Contractor, upon ten (10) days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price

not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. The sovereign immunity limits for Missouri public entities is calculated by the Missouri Department of Insurance as of January 1st each calendar year and published annually in the Missouri Register pursuant to Section 537.610 RSMo (see http://www.insurance.mo.gov/industry/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.

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

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

H. PROSECUTION AND PROGRESS

1. Time for Completion. The time for completion of the work is specified and is an essential part of the contract. The beginning of the time for completion of the work will be based upon the date established in the "Notice to Proceed." Time for completion will be expressed in calendar days or by a specific date. This time for completion has taken into account the normal number of days expected for inclement weather. Time for completion of the work shall include time necessary for the contractor to complete "punch list" items determined in the final review prior to final payment. The contractor will not be entitled for any extension of time due to unsuitable weather conditions.

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

shall notify the city engineer in writing at least 48 hours before resuming operations.

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

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

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

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

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

I. MEASUREMENT AND PAYMENT

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

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

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

BID FORM

We, the undersigned BIDDER, do hereby agree, if this Bid is accepted, to enter into an agreement with The City of Branson in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents and Specifications for the Bid Price and within the Period of Performance indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of the Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined and carefully studied the Bidding Documents and any addenda, as acknowledged below.

(b) BIDDER 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 and furnishing of the Work;

(c) BIDDER 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) BIDDER is aware of the general nature of Work to be performed by Iron County and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

(e) BIDDER has correlated the information known to BIDDER, 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.

(f) BIDDER has given DESIGN PROFESSIONAL written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by DESIGN PROFESSIONAL is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

(g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any

group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over Iron County.

(h) BIDDER will complete all work on the described project for the Iron County in accordance with the Contract Documents for the price(s) stated below.

The Bidder agrees to include the items listed in the Itemized Bid Sheet(s) attached to this Bid Form in the Base Bid.

Note 1 Bidder agrees and understands that by this submission that items required to construct and complete the project in accordance with the accompanying plans, but not shown on this proposal, shall be included in the bid price for other related items of construction so as to not cause an unbalanced bid.

Note 2 The undersigned submits the following Itemized Bid Sheet(s) and hereby authorizes the Iron County to correct any multiplication of "Unit Price" by "Quantity" as shown under "Amount" when copying the Itemized Bid Sheet(s) into any Contract.

Note 3 It is understood that this bid becomes a part of the specifications upon the signing of the contract and that failing to comply with any part of this bid will be taken as a failure to comply with said specifications and will be just cause for rejection of work.

Note 4 In submitting this bid, it is understood that the right is reserved by the Iron County to reject any and all bids, to waive any irregularities in the bidding, and to increase or decrease the amount of any class or portion of the work.

Note 5 In submitting this proposal, contractor certifies that no employee, member, or officer of the firm or corporation is a salaried officer or employee of the Iron County or any of its boards or agencies, and that no salaried officer or employee of the Iron County has any financial interest, direct or indirect, in this Contract. The Iron County will award the bid to the lowest, responsive, responsible bidder.

Note 6 The City of Branson will award the bid to the lowest, responsive, responsible bidder. Priority of consideration will be based upon the bids received in the following priority of consideration:

1. Base Bid
2. Base Bid + (Alternate 1, Alternate 2... Alternate X)

Alternates will be awarded in cumulative numerical order presented. No alternate will be awarded out of order. The Owner reserves the right to award the bid based upon priorities scheduled above that fall within the financial constraints of the project.

Note 7 The scope of the work to be performed under the various unit price items of the contract

proposal (where linear or volumetric measurement of quantities is involved) and the method of measurement and basis of payment for quantities in connection with such items, together with the scope of various lump sum items of the contract proposal is in general, defined and described under the respective applicable specification sections. It is the intent of the Bid Form and the Job Special Provisions that the total bid as submitted shall cover all work shown by the Contract Drawings and as required by the attached specifications and other Contract Documents. All costs, in connection with the work, and payment therefore, shall be included in and based on the unit and lump sum prices named in the Bid Form. No item of work that is required by the Contract documents for the proper and successful completion of the Contract shall be paid for outside of or in addition to the prices submitted in the Bid Form, as all work not specifically set forth in the Bid Form as a pay item shall be considered a subsidiary obligation of the Contractor and all cost in connection therewith shall be included in the unit or lump sum prices named in the Bid Form.

Note 8 It is understood by the bidder that the quantities given in the following itemized bid form are not guaranteed by the owner and are used solely for the purpose of comparing bids and awarding the contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized bid form, multiplied by the unit price bid shall constitute the gross sum bid.

CONTRACTOR INFORMATION

Contractor: Hunter Chase & Associates, Inc.

Address: 1200 E Woodhurst Drive J-200

Springfield, MO 65804

Phone: 417.882.8203

Fax: 417.882-7877

Email: tim@hunterchase.co
just ".co" on the end. Not ".com"

Total Base Bid: Proposal for Phase 3 of the City of Branson Historic Downtown Streetscape Improvements Project (to agree with the "ITEMIZED BID FORM")

$_____ (in numbers) 2,363,814

$_____ (in words) Two Million Three Hundred Sixty Three Thousand Eight Hundred Fourteen Dollars
(In case of discrepancy, the amount shown in words will govern)

Contractor acknowledges receipt of Addenda No(s): 1, 2 + 3

Signature: Mary Beth Hartman

Title: President

Date: 10.25.16

ADDENDUM No. 01

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

DATE: October 7, 2016

RE: **Historic Downtown Branson Phase 3 Streetscape Improvements**
GRE Project No. 3636

The attached revisions hereby supersede any and 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 set of plans and specifications for the work.

CHANGES TO THE CONTRACT DOCUMENTS

- **ADVERTISEMENT FOR BIDS:** The Pre-bid Meeting day, time and location has changed:

"A PRE-BID MEETING will be held on October 12th, 2016 at 2:00 p.m. The meeting will be held at the Pacific Street Water Tower Conference Room located at 616 Pacific Street in Branson Missouri. This meeting will address any questions from perspective bidders and provide a project overview. The pre-bid meeting is not mandatory."

The remaining items of the bid have not changed.

ALL BIDDERS ARE REQUESTED TO SIGN THE ACKNOWLEDGMENT BELOW AND INCLUDE WITH BIDS TO CONFIRM RECEIPT OF ADDENDUM NO. 1.

Signature
Acknowledged by Bidder

GREAT RIVER ENGINEERING

ADDENDUM No. 02

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

DATE: October 11, 2016

RE: **Historic Downtown Branson Phase 3 Streetscape Improvements**
GRE Project No. 3636

The attached revisions hereby supersede any and 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 set of plans and specifications for the work.

CHANGES TO THE CONTRACT DOCUMENTS

- **ITEMIZED BID FORM:** Attached Itemized Bid Form dated October 11, 2016 shall be used in place of original Itemized Bid Form issued with contract documents.
- **JOB SPECIAL PROVISIONS:**

CLAY PAVERS
DESCRIPTION
Change Item A. and Item B. to read:

A. Clay pavers set on Sand Setting Bed on Concrete Base.
B. Clay pavers with lugs for areas trafficked by pedestrians and light duty vehicles

Delete Section 2.0 and 3.0 and replace with:

2.0 Sand Setting Bed Materials

A. Type 5 Base Aggregate for Setting Bed: ASTM D 1073, No. 2 or No. 3
B. Concrete Base MoDOT Class B, with air.
C. Landscape Filter Fabric: Woven or non-woven non-biodegradable filter between the concrete base and the sand leveling bed.:
D. Sand Setting Bed : Fine, sharp, washed natural sand. Sand shall be common sand generally referred to as concrete sand and shall be free of organic materials

and any other contaminates that could potentially stain or otherwise damage the unit pavers.
E. Sand for Joints: Porous Polymeric Joint Sand conforming with ASTM C-144 with 100% passing a No.16 sieve.

INSTALL OWNER PROVIDED LIGHT POLE ASSEMBLIES – Delete all reference to Michaels' Lighting of Winona, Minnesota (as represented by TechLite) in Section 2.1 Materials Subsection 2.2 Manufacturer and replace with:

Lighting representative: Mercer-Zimmerman
3534 E. Sunshine, Suite C
Springfield, MO 65809
(417) 882-2642
Attn. Chad Fagg - cfagg@mzltg.com
(417) 8601800
Contact Chad Fagg to obtain information on installation requirements

Wood Pole Manufacturer representative: Structura
19922 W. 162nd Street
Olathe, KS 66062
913-390-8787
Attn. Derek Seitz - dseitz@structura.com
(913) 390-8787
Contact Derek Seitz to obtain information on installation requirements

INSTALL OWNER PROVIDED STREET NAME SIGN ASSEMBLIES – Delete all reference to Michaels' Lighting of Winona, Minnesota (as represented by TechLite) in Section 1.0 Materials Manufacturer and replace with:
City of Branson

CHANGES TO THE CONSTRUCTION PLANS

- **Sheet ADD-01 – ADD-06:** Alley South – Overall site plan, plan and profile, construction jointing plan, construction details, and intersection details
- **Sheets ADD-07 – ADD-09:** Three sheets were added for the Overhead Parking sign
- **Cover Sheet:** Sheet index was changed to reflect additional sheets added by Addendum #02
- **Sheet EC-01:** Added erosion control at Alley South and Sycamore Street
- **Sheet DM-04:** Revised to include the removal of the existing parking sign pedestal
- **Sheet DM-05:** Added north arrow; Added pavement removal of Alley South
- **Sheet RS-06:** North arrow orientation was corrected
- **Sheet RS-07:** North arrow orientation was corrected

GREAT RIVER ENGINEERING

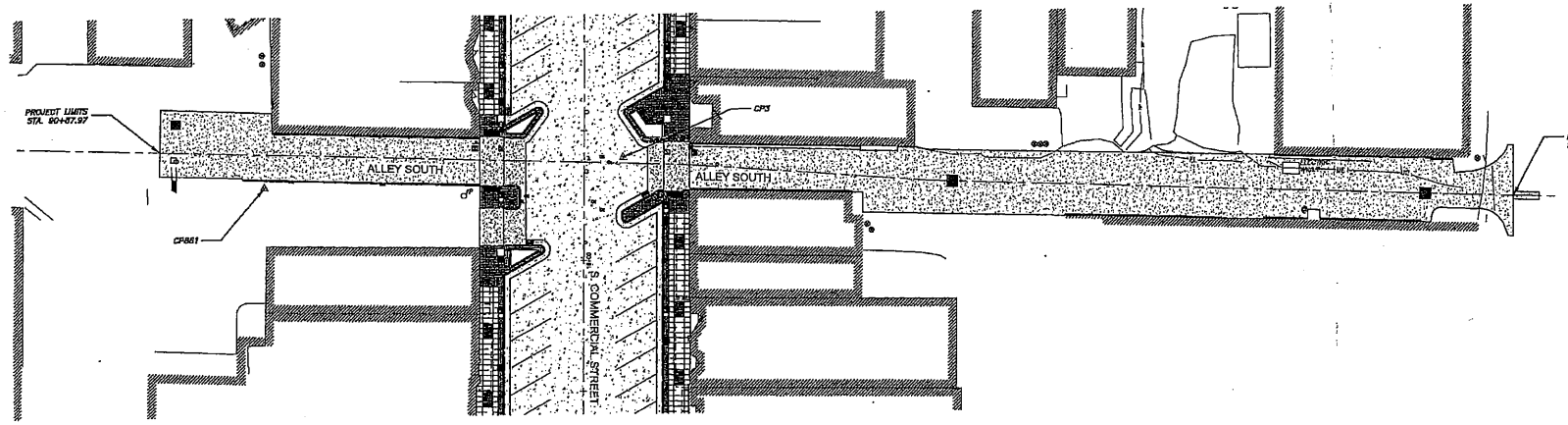
- **Sheet RS-08:** North arrow orientation was corrected, Planter 17 increased in size, Planter 19, a dimension was corrected
- **Sheet RS-09 – RS-12:** Revised construction jointing plans (all sheets)
- **Sheet RS-13:** Remove note for Polymeric Sand Setting Bed and replace with Sand Setting Bed, Pavement Layout Note #2 changed to Polymeric Sand swept joint, Note added above Paver callouts to reference paver material supplier, "Endicott Clay Products Co. in Endicott, Nebraska", Paver callout A-1 changed Square Edge to Relieved Edge and Lugged, Paver callout A-3 changed Square Edge to Relieved Edge and Lugged.
- **Sheet RS-15:** Remove note for Polymeric Sand Setting Bed and replace with Sand Setting Bed, Note added above Paver callouts to reference paver material supplier, "Endicott Clay Products Co. in Endicott, Nebraska", Paver callout A-1 changed Square Edge to Relieved Edge and Lugged, Paver callout A-3 changed Square Edge to Relieved Edge and Lugged and spelling error corrected.
- **Sheet GR-07:** Adjust bumpout and elevations
- **Sheet ST-04:** Adjusted finished grade and inlet tops for Alley South. Added existing sanitary sewer pipe to profile.
- **Sheet LS-02:** Sheet number was corrected in Legend
- **Sheet LS-03:** Sheet number was corrected in Legend
- **Sheet LS-04:** Sheet number was corrected in Legend, Planter #17 was increased in size
- **Sheet LS-05:** Plant Schedule quantities were updated

All bidders are requested to sign the Acknowledgment below and include with bids to confirm receipt of Addendum No. 2.

Signature
Acknowledged by Bidder

END OF ADDENDUM No. 02

417.886.7171 2826 South Ingram Mill Springfield, MO 65804
816.436.4440 1100 Main St. Suite 2890 Kansas City, MO 64105
www.greatriv.com



LEGEND

- STREET LIGHT POLE & FIXTURE
- PED. POLE CONCRETE BASE
- CONTROL PANEL
- FESTIVAL BOX
- JUNCTION BOX
- JUNCTION BOX (HANDHOLE)
- PEDESTRIAN LIGHT POLE & FIXTURE W/ UTILITY BOX
- PULL BOX
- POWER CONTROL PANEL
- WATER VALVE (PLAN VIEW)
- FIRE HYDRANT
- SIGN
- BENCH
- CHAIR
- TRASH RECEPTACLE
- RECYCLING RECEPTACLE
- BIKE RACK
- BOLLARD

BENCHMARK DATA

TA-25 – STANDARD DNR ALUMINUM DISK, LOCATED AT THE INTERSECTION OF BUSINESS 65 & ADAMS STREET ON THE EAST SIDE OF BUSINESS 65 IN FRONT OF THE OZARK MOUNTAIN BANK.

ELEVATION = 750.20'

BM1 – BONNET BOLT ON TOP OF FIRE HYDRANT IN FRONT OF FUNERAL HOME. LOCATED AT THE SOUTHEAST CORNER OF COMMERCIAL & COLLEGE. ARROW ON TOP OF FIRE HYDRANT POINTS TO BONNET BOLT.

ELEVATION = 758.33'

BM2 – SQUARE CUT ON BACK OF CURB ON THE NORTH SIDE OF REGIONS BANK, LOCATED ON THE CURB JUST NORTH OF THE DRIVE FOR THE BANK DRIVE-THRU.

ELEVATION = 745.31'

(VERTICAL DATUM : NAVD88)

CONTROL POINT DATA

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	295059.8404	1430064.2672	762.04	CP 1 60D
2	295573.8818	1430047.2456	756.61	CP 2 60D
3	295789.6984	1430080.0635	756.07	CP 3 MAG
5	295812.0072	1430050.3533	757.59	CP 5 MAG
6	296290.8342	1430068.5986	748.12	CP 6 MAG
7	296284.2800	1430272.1521	726.35	CP 7 MAG
881	295759.3540	1429943.0178	756.40	CP MAG OTHERS
1623	296100.9121	1430279.0217	731.84	CP 1623 MAG
1836	296311.7327	1430056.0317	749.03	CP 1836 CMT
2103	296286.1234	1429910.0819	748.67	CP 2103 CMT
2288	296106.4618	1430089.2559	753.01	CP 2288 MAI
2674	295916.6004	1430067.6410	756.68	CP 2674 CMT
2692	295953.6046	1430213.6397	744.40	CP 2692

N

20' 0' 20'

SCALE: 1 INCH = 20 FEET

No.	Revision/Issue	Date
1	ADDED SHEET FOR ALLEY (SOUTH)	10/10/16

STATE OF MISSOURI
JERANY L. JACKSON
NUMBER
LA-000176
LANDSCAPE ARCHITECT

JERANY L. JACKSON
MO# LA-000176

GRE
GREAT RIVER ENGINEERING
2826 S. NORM VILL. SPRINGFIELD, MO 65804
PHONE (417) 886-7771 FAX: (417) 886-7781
www.greatriv.com

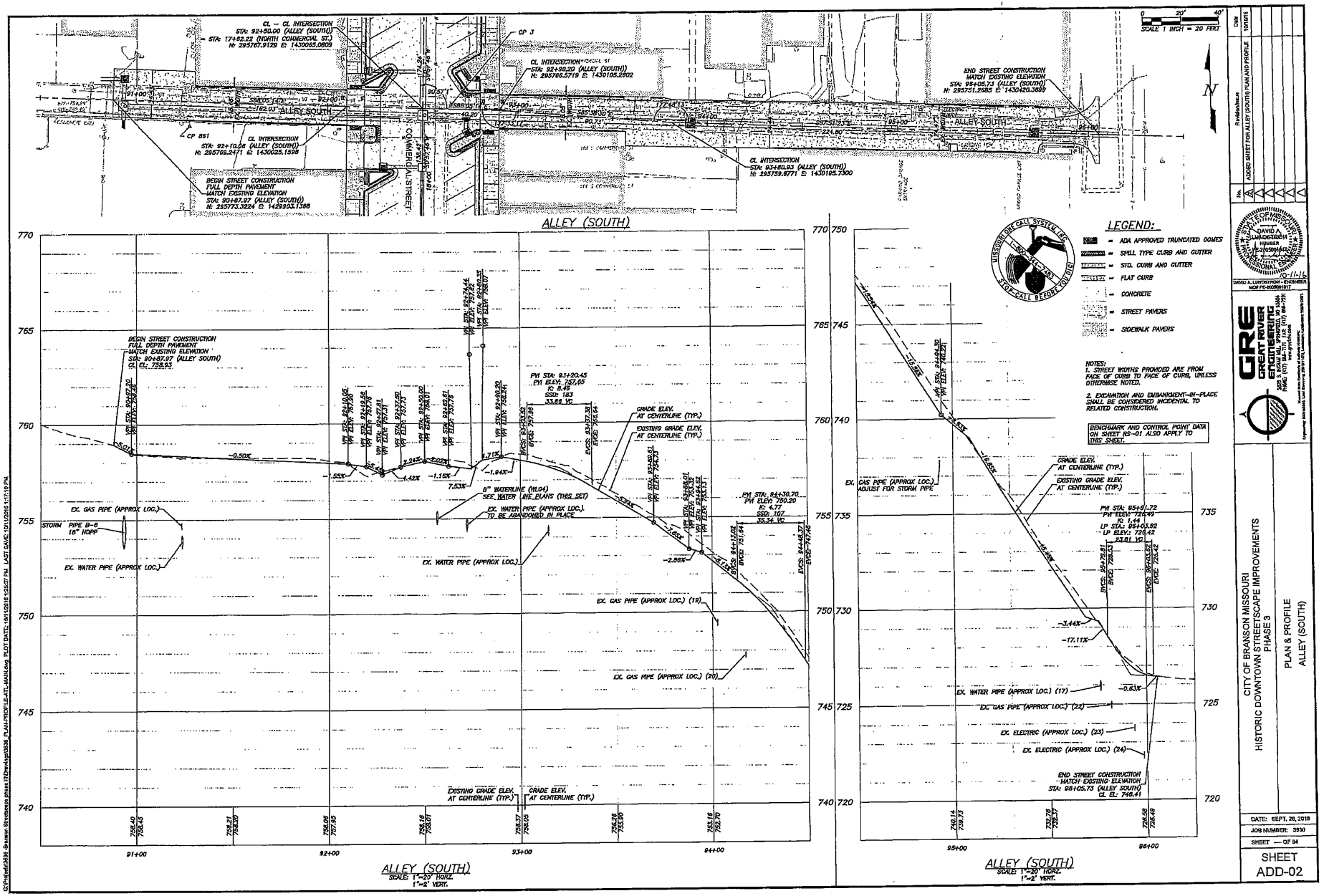
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

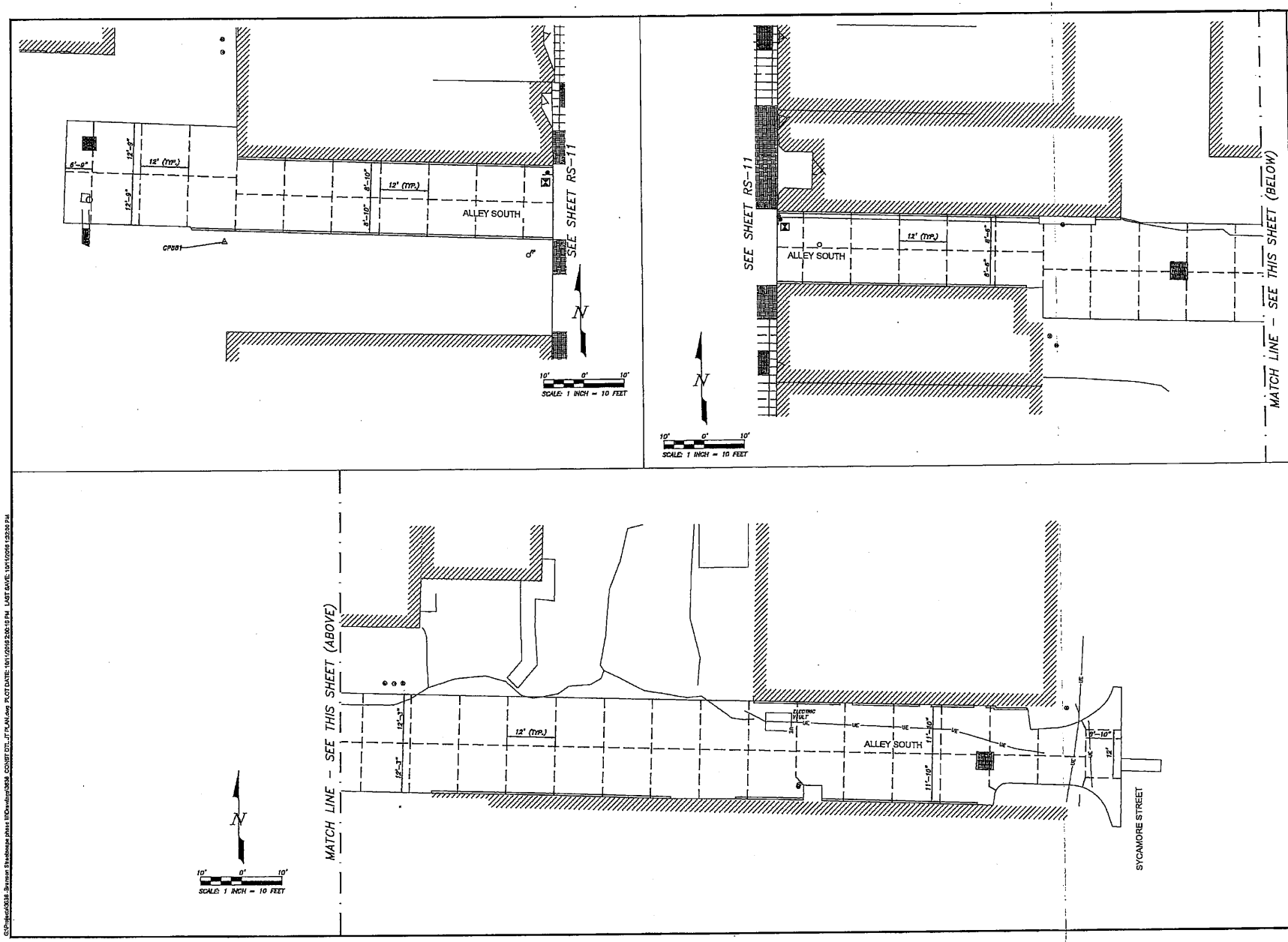
OVERALL SITE PLAN
ALLEY (SOUTH)

DATE: SEPT. 26, 2016
JOB NUMBER: 3638
SHEET — OF 84

SHEET
ADD-01

G:\Projects\3638 -Branson Streetscape phase II\Drawings\3636 OVERALL SITE PLAN.dwg PLOT DATE: 10/11/2016 1:25:31 PM LAST SAVE: 10/11/2016 1:16:02 PM


CL – CL INTERSECTION
STA: 92+50.00 (ALLEY (SOUTH))
STA: 17+82.22 (NORTH COMMERCIAL ST.)
N: 295767.9129 E: 1430065.0809
CP 3
CL INTERSECTION
STA: 92+90.20 (ALLEY (SOUTH))
N: 295766.5719 E: 1430105.2602
END STREET CONSTRUCTION
MATCH EXISTING ELEVATION
STA: 98+05.73 (ALLEY (SOUTH))
N: 295751.2585 E: 1430420.3699
ALLEY SOUTH
CP 851
CL INTERSECTION
STA: 92+10.06 (ALLEY (SOUTH))
N: 295769.2471 E: 1430025.1598
BEGIN STREET CONSTRUCTION
FULL DEPTH PAVEMENT
MATCH EXISTING ELEVATION
STA: 90+87.97 (ALLEY (SOUTH))
N: 295773.3224 E: 1429903.1388
NORTH COMMERCIAL STREET
CL INTERSECTION
STA: 93+80.93 (ALLEY (SOUTH))
N: 295739.8771 E: 1430185.7300
SCALE 1 INCH = 20 FEET
N
ALLEY (SOUTH)
LEGEND:
= ADA APPROVED TRUNCATED DOMES
= SPILL TYPE CURB AND GUTTER
= STD. CURB AND GUTTER
= FLAT CURB
= CONCRETE
= STREET PAVERS
= SIDEWALK PAVERS
MISSOURI ONE CALL SYSTEM INC.
800-DIG-RITE
811
STOP-CALL BEFORE YOU DIG!
NOTES:
1. STREET WIDTHS PROVIDED ARE FROM FACE OF CURB TO FACE OF CURB, UNLESS OTHERWISE NOTED.
2. EXCAVATION AND EMBANKMENT-IN-PLACE SHALL BE CONSIDERED INCIDENTAL TO RELATED CONSTRUCTION.
BENCHMARK AND CONTROL POINT DATA ON SHEET BS-01 ALSO APPLY TO THIS SHEET.
BEGIN STREET CONSTRUCTION
FULL DEPTH PAVEMENT
MATCH EXISTING ELEVATION
STA: 90+87.97 (ALLEY SOUTH)
CL EL: 758.93
PVI STA: 91+10.05
PVI ELEV: 757.58
PVI STA: 91+19.68
PVI ELEV: 757.76
PVI STA: 91+31.31
PVI ELEV: 757.53
PVI STA: 91+72.20
PVI ELEV: 757.75
PVI STA: 91+90.60
PVI ELEV: 758.01
PVI STA: 92+03.61
PVI ELEV: 757.78
PVI STA: 92+47.44
PVI ELEV: 757.82
PVI STA: 92+60.35
PVI ELEV: 758.07
PM STA: 93+20.45
PM ELEV: 757.65
K: 8.46
SSD: 183
33.66 VC
GRADE ELEV. AT CENTERLINE (TYP.)
EXISTING GRADE ELEV. AT CENTERLINE (TYP.)
EVCS: 93+03.02
EVCE: 757.58
EVCS: 93+37.81
EVCE: 758.44
PVI STA: 93+89.61
PVI ELEV: 754.75
PVI STA: 93+98.01
PVI ELEV: 753.33
PVI STA: 94+08.01
PVI ELEV: 752.14
PM STA: 94+30.70
PM ELEV: 750.20
K: 4.77
SSD: 107
35.34 VC
EVCS: 94+12.02
EVCE: 751.64
EVCS: 94+48.37
EVCE: 747.46
8" WATERLINE (WL04)
SEE WATER LINE PLANS (THIS SET)
EX. WATER PIPE (APPROX LOC.) TO BE ABANDONED IN PLACE
EX. GAS PIPE (APPROX LOC.)
STORM PIPE B-6
18" HDPP
EX. WATER PIPE (APPROX LOC.)
EX. WATER PIPE (APPROX LOC.)
EX. GAS PIPE (APPROX LOC.) (19)
EX. GAS PIPE (APPROX LOC.) (20)
EXISTING GRADE ELEV. AT CENTERLINE (TYP.)
GRADE ELEV. AT CENTERLINE (TYP.)
758.40
758.45
759.21
758.20
756.05
757.55
758.15
758.01
758.37
758.05
756.28
755.90
755.16
752.70
91+00
92+00
93+00
94+00
ALLEY (SOUTH)
SCALE: 1"=20' HORZ.
1"=2' VERT.
EX. GAS PIPE (APPROX LOC.) ADJUST FOR STORM PIPE
GRADE ELEV. AT CENTERLINE (TYP.)
EXISTING GRADE ELEV. AT CENTERLINE (TYP.)
PM STA: 95+91.72
PM ELEV: 736.90
K: 1.44
LP STA: 96+03.92
LP ELEV: 726.42
23.81 VC
EVCS: 95+79.81
EVCE: 728.53
EVCS: 96+03.92
EVCE: 726.42
EX. WATER PIPE (APPROX LOC.) (17)
EX. GAS PIPE (APPROX LOC.) (22)
EX. ELECTRIC (APPROX LOC.) (23)
EX. ELECTRIC (APPROX LOC.) (24)
END STREET CONSTRUCTION
MATCH EXISTING ELEVATION
STA: 98+05.73 (ALLEY SOUTH)
CL EL: 748.41
740.14
739.73
732.78
732.37
726.58
726.49
95+00
96+00
ALLEY (SOUTH)
SCALE: 1"=20' HORZ.
1"=2' VERT.
DAVID A. LUNDSTROM
NUMBER PE-2009001017
10-11-18
DAVID A. LUNDSTROM – ENGINEER
MO# PE-2009001017
GRE
GREAT RIVER ENGINEERING
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3
PLAN & PROFILE
ALLEY (SOUTH)
DATE: SEPT. 26, 2018
JOB NUMBER: 3530
SHEET — OF 84
SHEET
ADD-02
No. 1 ADDED SHEET FOR ALLEY (SOUTH) PLAN AND PROFILE 10/10/18



No.	Revision/Issue	Date
7	ADDED SHEET FOR ALLEY (SOUTH) JOINT PLAN	10/10/18

STATE OF MISSOURI
JERANY L. JACKSON
NUMBER
LA-000175
LANDSCAPE ARCHITECT

JERANY L. JACKSON
MO# LA-000175

GRE
GREAT RIVER ENGINEERING
2255 S. NOVAK MILL STREET, SUITE 100
PHONE: (417) 886-7171 FAX: (417) 886-7281
www.greatriverengineering.com

Missouri State Certificate of Authority Number: 2000-0000
Engineering Document Land Surveying Document Landscape Architecture Document

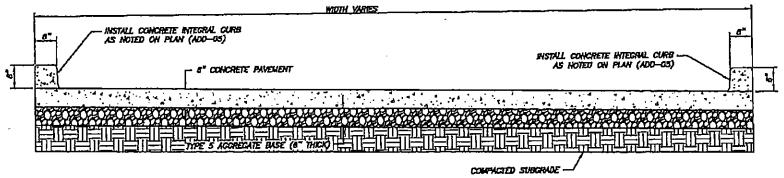
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

CONSTRUCTION JOINT PLAN
ALLEY (SOUTH)

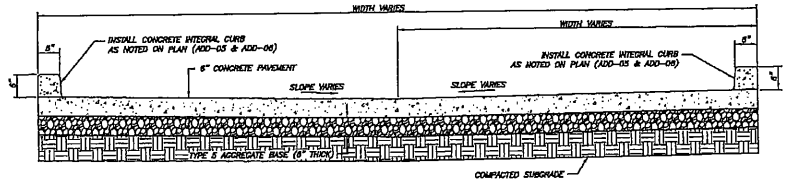
DATE: SEPT. 26, 2018
JOB NUMBER: 3638
SHEET — OF 84

SHEET
ADD-03

G:\Projects\3638 - Branson Streetscape phase III\Drawings\3638 CONST DTL JT PLAN.dwg PLOT DATE: 10/11/2018 2:00:10 PM LAST SAVE: 10/11/2018 1:32:00 PM



TYPICAL ROADWAY SECTION
ALLEY (SOUTH) – WEST SIDE OF COMMERCIAL



TYPICAL ROADWAY SECTION
ALLEY (SOUTH) – EAST SIDE OF COMMERCIAL

No.	Revision/Issue	Date
1	ADDED SHEET FOR ALLEY (SOUTH)	10/01/18

JERAMY L. JACKSON
MISSOURI
LA-000179
LANDSCAPE ARCHITECT

JERAMY L. JACKSON
MO# LA-000179

GRE
GREAT RIVER engineering
2026 S. 169th Plaza, Omaha, NE 68130
Phone: (402) 884-7000 Fax: (402) 884-7001
www.greatriver.com

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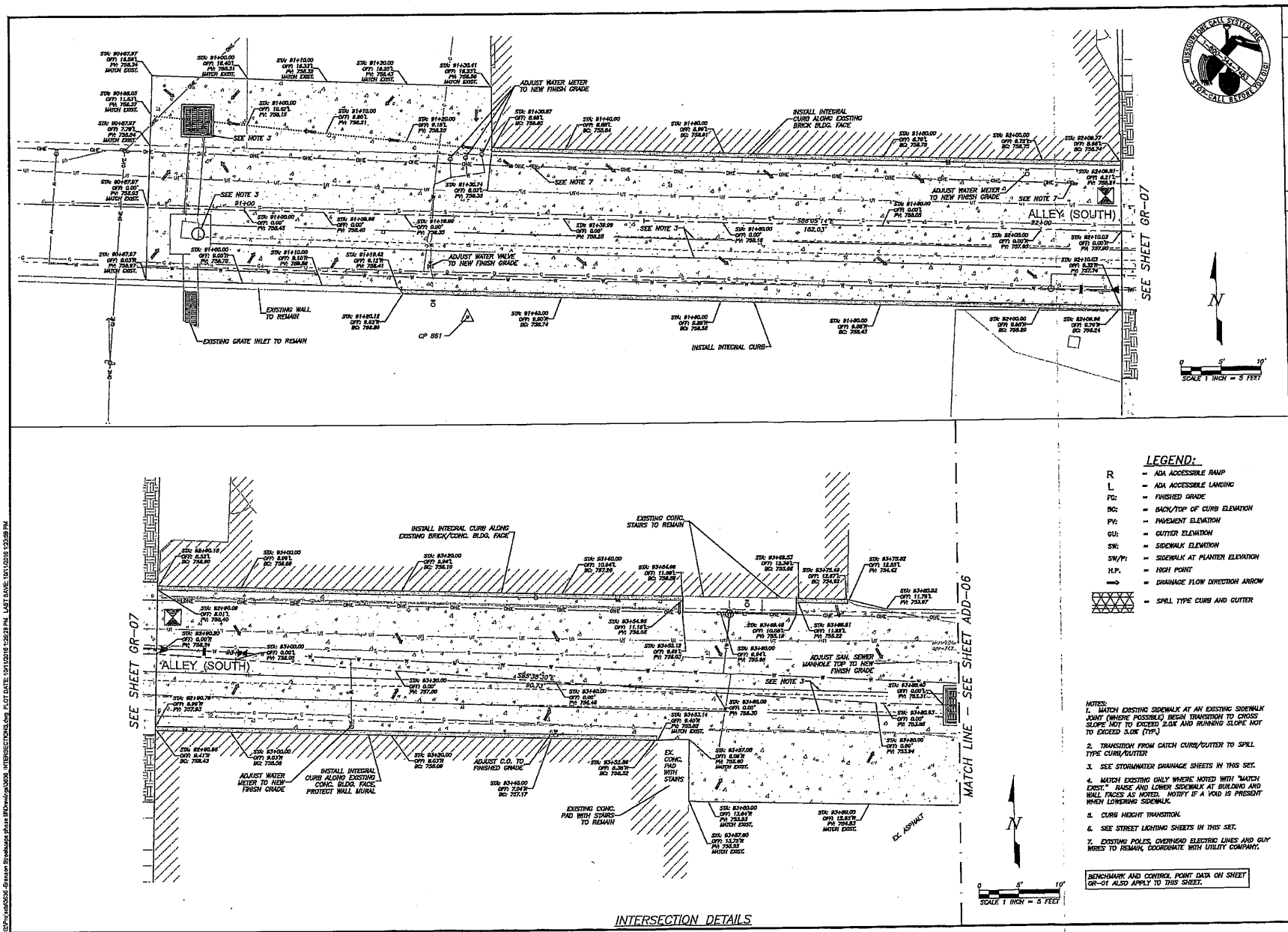
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

CONSTRUCTION DETAILS

DATE: SEPT. 28, 2018
JOB NUMBER: 3838
SHEET — OF 94

SHEET
ADD-04

D:\Projects\3800s-Branson Streetscape phase III\Dwg\art\3838_CONSTRUCTION DETAILS.dwg PLOT DATE: 10/1/2018 1:26:49 PM LAST SAVE: 10/1/2018 1:06:39 PM



INTERSECTION DETAILS

LEGEND:

R	=	ADA ACCESSIBLE RAMP
L	=	ADA ACCESSIBLE LANDING
FG:	=	FINISHED GRADE
BC:	=	BACK/TOP OF CURB ELEVATION
PV:	=	PAVEMENT ELEVATION
GU:	=	GUTTER ELEVATION
SW:	=	SIDEWALK ELEVATION
SW/P:	=	SIDEWALK AT PLANTER ELEVATION
H.P.	=	HIGH POINT
⟶	=	DRAINAGE FLOW DIRECTION ARROW
	=	SPILL TYPE CURB AND GUTTER

NOTES:
1. MATCH EXISTING SIDEWALK AT AN EXISTING SIDEWALK JOINT (WHERE POSSIBLE) BEGIN TRANSITION TO CROSS SLOPE NOT TO EXCEED 2.0% AND RUNNING SLOPE NOT TO EXCEED 5.0% (TYP.)
2. TRANSITION FROM CATCH CURB/GUTTER TO SPILL TYPE CURB/GUTTER
3. SEE STORMWATER DRAINAGE SHEETS IN THIS SET.
4. MATCH EXISTING GRAY WHERE NOTED WITH "MATCH EXIST." RAISE AND LOWER SIDEWALK AT BUILDING AND WALL FACES AS NOTED. NOTIFY IF A VOID IS PRESENT WHEN LOWERING SIDEWALK.
5. CURB HEIGHT TRANSITION.
6. SEE STREET LIGHTING SHEETS IN THIS SET.
7. EXISTING POLES, OVERHEAD ELECTRIC LINES AND GUY WIRES TO REMAIN, COORDINATE WITH UTILITY COMPANY.

BENCHMARK AND CONTROL POINT DATA ON SHEET GR-01 ALSO APPLY TO THIS SHEET.

No.	Revisions	Date
1	ADDED SHEET FOR ALLEY (SOUTH)	10/14/16

DAVID A. LUNDSTROM - ENGINEER
MO# PE-2009001017
10-11-16

GREAT RIVER ENGINEERING, LLC
2651 S. Kingshighway, Cape Girardeau, MO 63703
PHONE: (573) 334-7711 FAX: (573) 986-7291
Missouri State Certificate of Authority for Engineering Corporation (2007023871)
Engineering documents Land Surveying Documents (Landscape Architecture (2007023871)

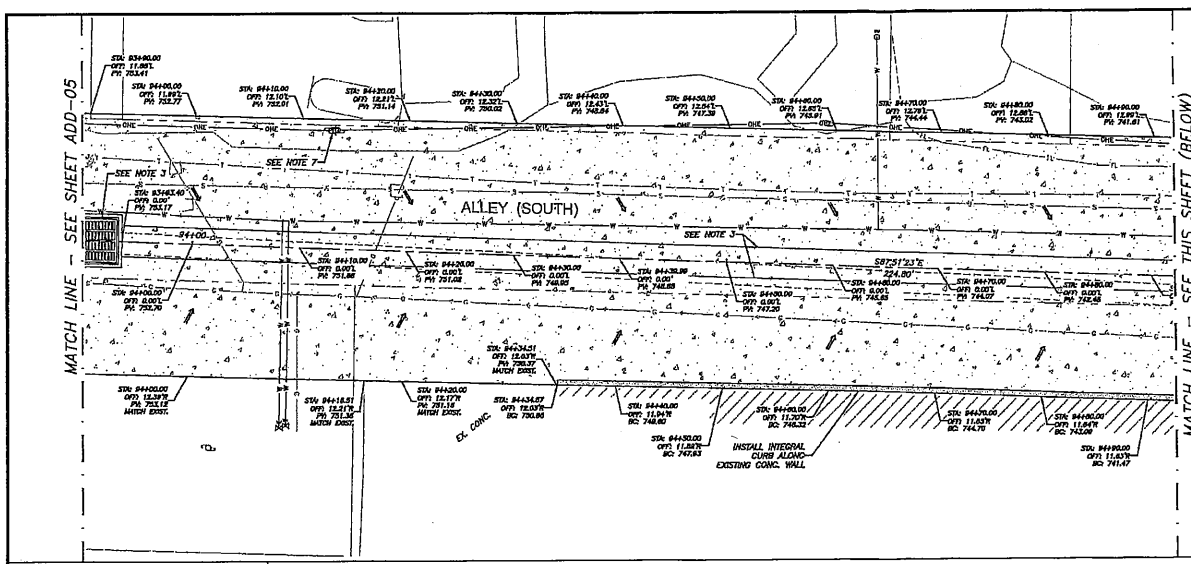
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

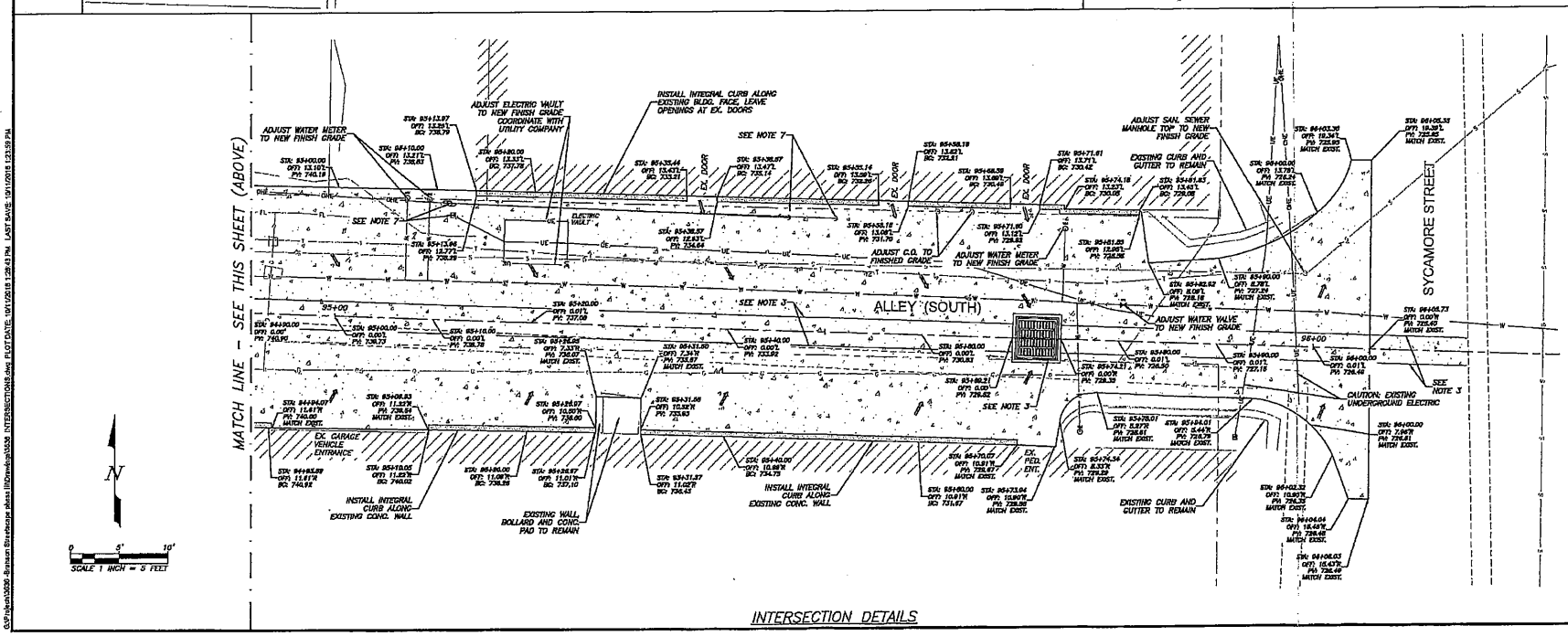
INTERSECTION DETAILS
ALLEY (SOUTH)

DATE: SEPT. 28, 2016
JOB NUMBER: 3636
SHEET — OF 84

SHEET
ADD-05

G:\Projects\3636 Branson Streetscape Phase III\Drawings\3636_INTERSECTIONS.dwg PLOT DATE: 10/10/2016 1:28:28 PM, LAST SAVE: 10/10/2016 12:59:39 PM





INTERSECTION DETAILS

LEGEND:

R	= ADA ACCESSIBLE RAMP
L	= ADA ACCESSIBLE LANDING
FG:	= FINISHED GRADE
BC:	= BACK/TOP OF CURB ELEVATION
PV:	= PAVEMENT ELEVATION
GU:	= GUTTER ELEVATION
SW:	= SIDEWALK ELEVATION
SW/P:	= SIDEWALK AT PLANTER ELEVATION
H.P.	= HIGH POINT
⟹	= DRAINAGE FLOW DIRECTION ARROW
	= SPILL TYPE CURB AND GUTTER

NOTES:

1. MATCH EXISTING SIDEWALK AT AN EXISTING SIDEWALK JOINT (WHERE POSSIBLE) BEGIN TRANSITION TO CROSS SLOPE NOT TO EXCEED 2.0% AND RUNNING SLOPE NOT TO EXCEED 5.0% (TYP.)
2. TRANSITION FROM CATCH CURB/GUTTER TO SPILL TYPE CURB/GUTTER
3. SEE STORMWATER DRAINAGE SHEETS IN THIS SET.
4. MATCH EXISTING ONLY WHERE NOTED WITH "MATCH EXIST." RAISE AND LOWER SIDEWALK AT BUILDING AND WALL FACES AS NOTED. NOTIFY IF A VOID IS PRESENT WHEN LOWERING SIDEWALK.
5. CURB HEIGHT TRANSITION.
6. SEE STREET LIGHTING SHEETS IN THIS SET.
7. EXISTING POLES, OVERHEAD ELECTRIC LINES AND GUY WIRES TO REMAIN, COORDINATE WITH UTILITY COMPANY.

BENCHMARK AND CONTROL POINT DATA ON SHEET GR-01 ALSO APPLY TO THIS SHEET.

No.	Revision/Issue	Date
2	ADDED SHEET FOR ALLEY (SOUTH)	10/10/18

STATE OF MISSOURI
DAVID A. LLINDSTROM
NUMBER PE-2005001017
PROFESSIONAL ENGINEER
10-11-18

DAVID A. LLINDSTROM - ENGINEER
1108 PE-2005001017

GRE GREAT RIVER ENGINEERING
2355 S. BROADWAY, STE. 200 PO BOX 1504
PHONE: (417) 886-7771 FAX: (417) 886-7581
www.greatriver.com

CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

INTERSECTION DETAILS
ALLEY (SOUTH)

DATE: SEPT. 28, 2018
JOB NUMBER: 3636
SHEET — OF 84

SHEET
ADD-06

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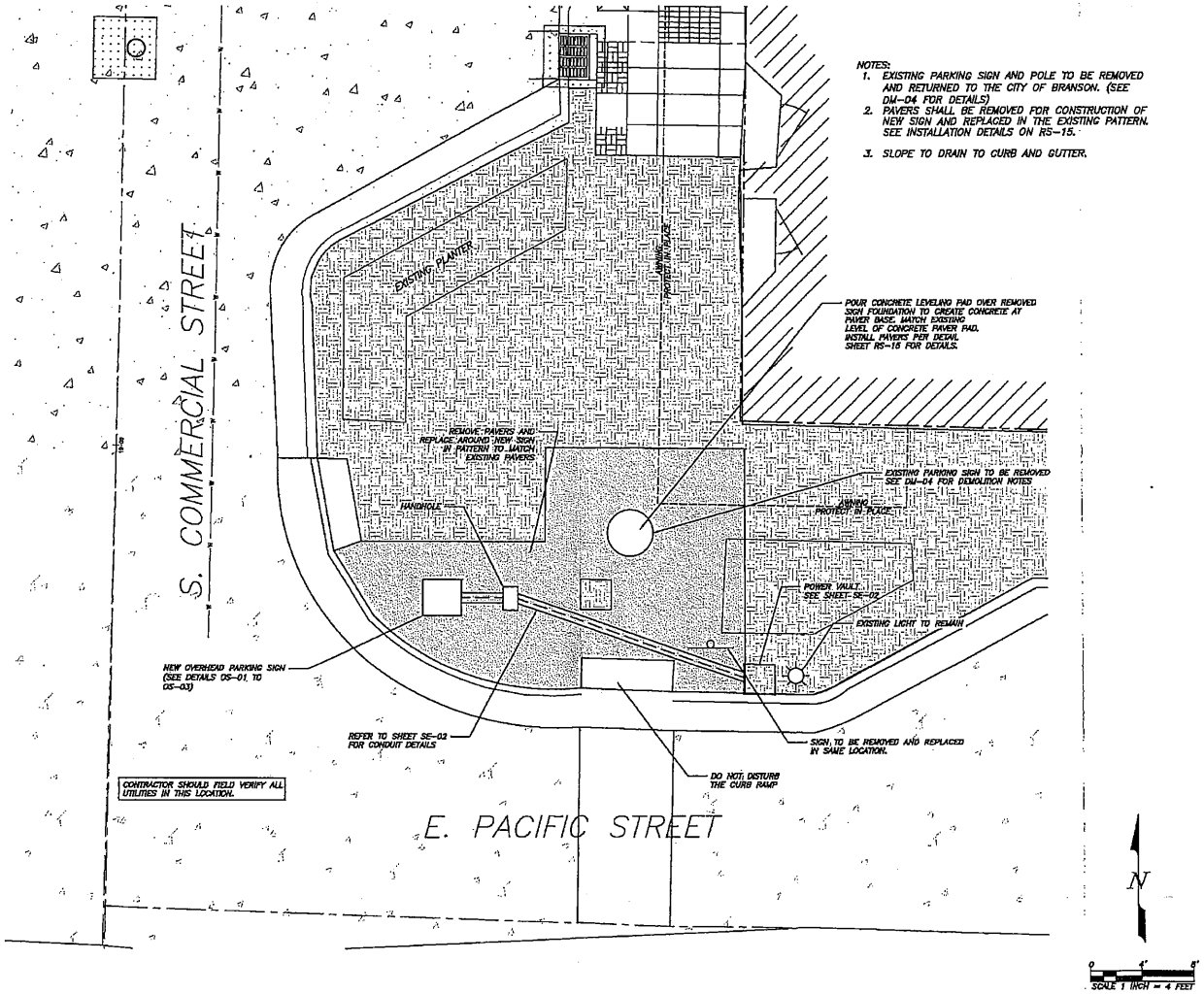

NOTES:
1. EXISTING PARKING SIGN AND POLE TO BE REMOVED AND RETURNED TO THE CITY OF BRANSON. (SEE DM-04 FOR DETAILS)
2. PAVERS SHALL BE REMOVED FOR CONSTRUCTION OF NEW SIGN AND REPLACED IN THE EXISTING PATTERN. SEE INSTALLATION DETAILS ON RS-15.
3. SLOPE TO DRAIN TO CURB AND GUTTER.

No.	Revision/Issue	Date
2	ADDENDUM #2	10/10/18

STATE OF MISSOURI
JERANY L. JACKSON
NUMBER LA-000175
LANDSCAPE ARCHITECT

JERANY L. JACKSON
MO# LA-000175

GRE
GREAT RIVER ENGINEERING
3526 S. NORTH MILL STREET, P.O. BOX 7626
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www.greatriver.com

CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

OVERHEAD SIGNAGE
PLAN

DATE: SEPT. 26, 2018
JOB NUMBER: 3636
SHEET — OF 84

SHEET
ADD-07

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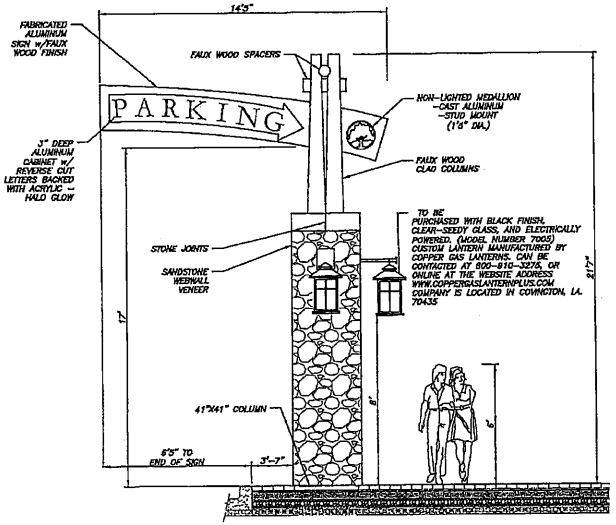
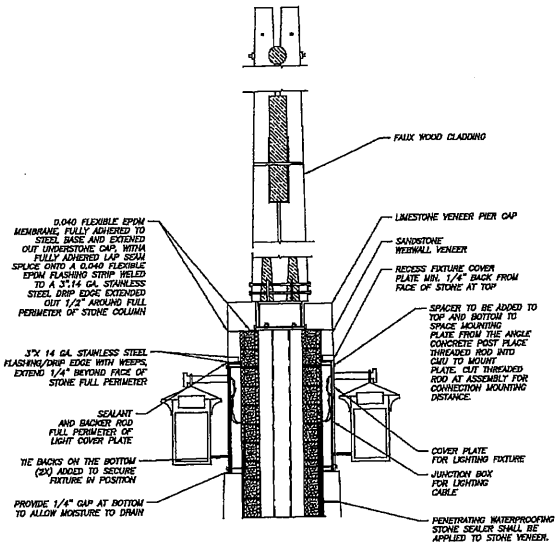


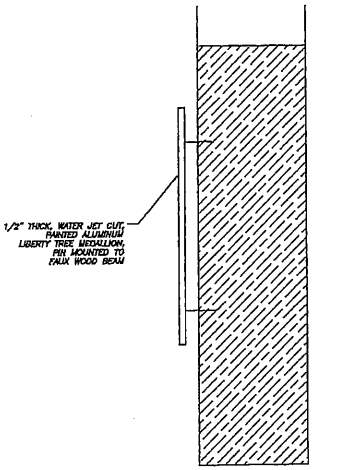
OVERHEAD PARKING SIGN

3/8"=1'-0"



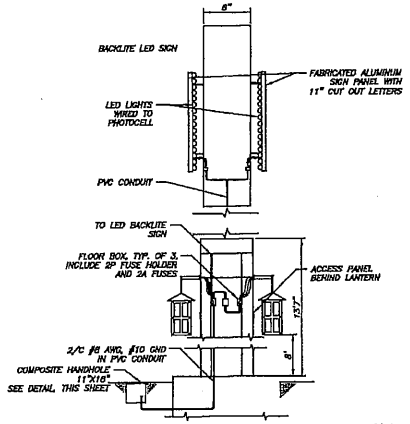
DETAIL – SECTION CUT THRU COLUMN

NOT TO SCALE



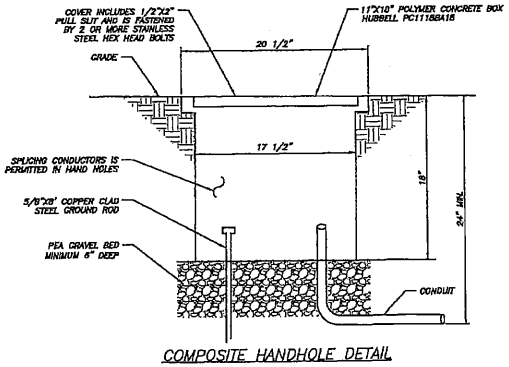
MEDALLION ON ALUMINUM CABINET

NOT TO SCALE



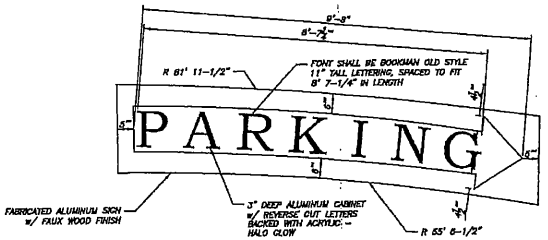
OVERHEAD PARKING SIGN WIRING DETAIL

NOT TO SCALE



COMPOSITE HANDHOLE DETAIL

NOT TO SCALE



SIGN LETTERING DETAIL

3/4" = 1'

No.	Revision/Issue	Date
A	ADDENDUM #1	10/10/18

JEREMY L. JACKSON 36208 LA-000175

GRE GREAT RIVER ENGINEERING

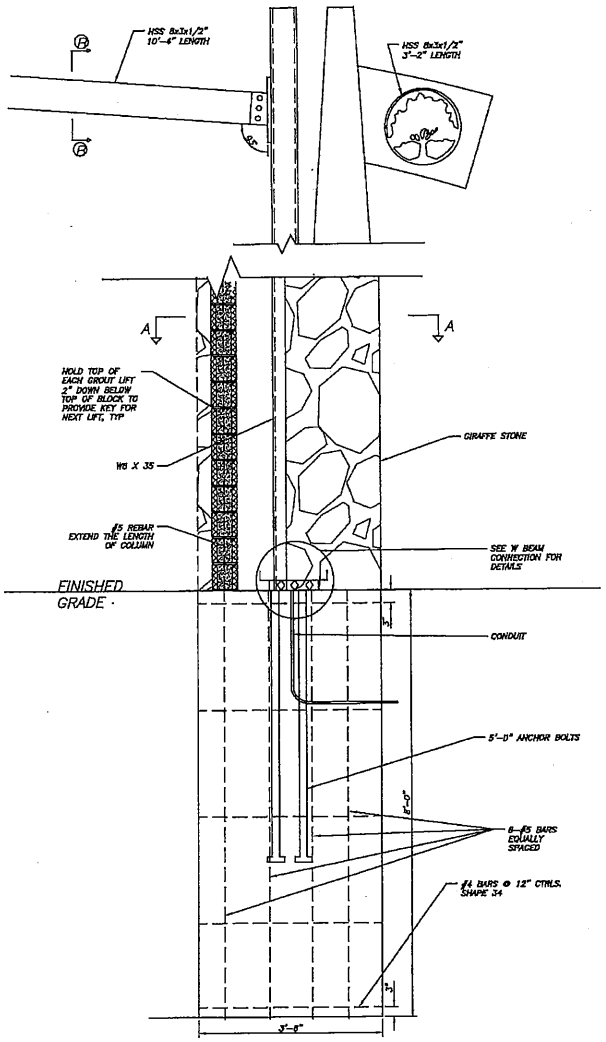
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

OVERHEAD SIGNAGE DETAILS

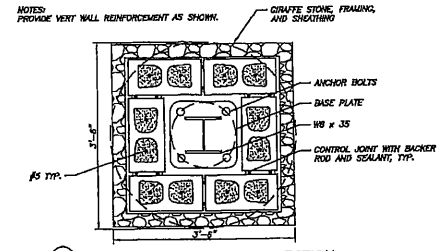
DATE: SEPT. 28, 2018
JOB NUMBER: 3630
SHEET — OF 34

SHEET ADD-08

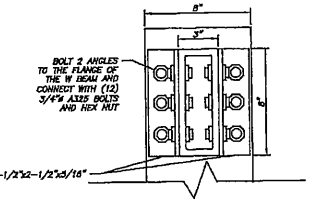
G:\Projects\3630 Branson Streetscape phase III\Drawings\3630 STREET FURNITURE & SIGNAGE.dwg PLOT DATE: 10/12/2018 1:16:35 PM LAST SAVE: 10/12/2018 11:42:44 AM



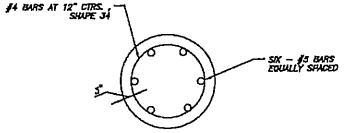
SINGLE ARM CANTILEVER FOOTING
NOT TO SCALE



(A) STONE COLUMN CROSS SECTION

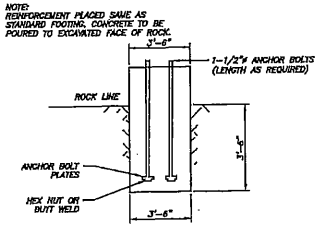


(B) CANTILEVER CONNECTION



PLAN

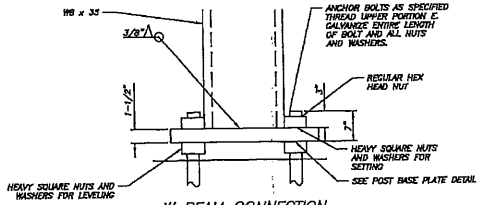
SINGLE ARM CANTILEVER FOOTING
NOT TO SCALE



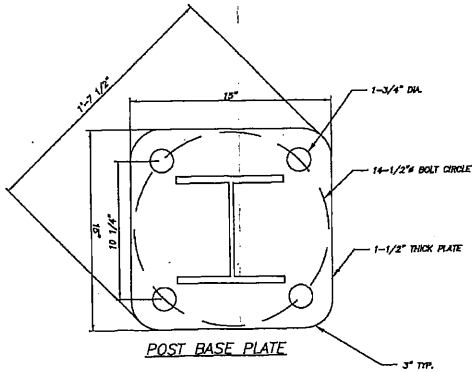
MODIFIED FOOTING IN SOLID ROCK
NOT TO SCALE

STRUCTURAL STEEL NOTES:
1. STRUCTURAL STEEL SHALL MEET THE FOLLOWING MINIMUM YIELD STRENGTHS:
   a. W-SHAPES ASTM A992 GRADE 50
   b. ANGLES AND PLATES ASTM A36
   c. HSS ASTM A500 GRADE B
2. FOR BOLTED CONNECTIONS OF BEAMS AND COLUMNS USE A325 OR A490 BOLTS, SIZE AS REQUIRED. ALL BOLTS FOR SLIP CRITICAL CONNECTIONS SHALL BE LOAD INDICATOR BOLTS OR SHALL BE EQUIPPED WITH LOAD INDICATOR WASHERS WHICH PROVIDE EASY MEANS OF VISUALIZING PROPER BOLT TENSION.
3. PERFORM ALL WELDING WITH E70 XX ELECTRODES, UNO. WELDING OF STRUCTURAL MEMBERS SHALL BE PERFORMED BY CERTIFIED WELDERS AND WELDING SHALL BE IN ACCORDANCE WITH "STRUCTURAL WELDING CODES" OF THE AWS.
4. ALL EXPOSED STEEL SHALL BE GALVANIZED.
5. STRUCTURAL STEEL SHALL BE SHIPPED WITH STANDARD SHOP PRIMER.
6. ALL EXPOSED WELDS SHALL BE GROUND SMOOTH AND PAINTED.

MASONRY NOTES:
1. GROUT SOLID ALL CMU CELLS WITH REINFORCING.
2. CMU SHALL MEET ASTM SPECIFICATION C90, TYPE II. THE SPECIFIED DESIGN COMPRESSIVE STRENGTH OF CONCRETE MASONRY (f'_m) SHALL BE 1500 PSI.
3. MORTAR SHALL MEET THE PROPERTY SPECIFICATIONS OF ASTM C270 TYPE "S" MORTAR. MASONRY CEMENT SHALL NOT BE USED FOR MORTAR.
4. GROUT SHALL MEET ASTM SPECIFICATION C476 AND HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 2000 PSI.
5. GROUT SHALL BE MECHANICALLY CONSOLIDATED USING A VIBRATOR WITH A MINIMUM 3/4" DIAMETER HEAD.
6. CMU SHALL BE LIGHT WEIGHT OR NORMAL WEIGHT AND SHALL BE FULLY GROUTED.



W BEAM CONNECTION



POST BASE PLATE

No.	Revisions	Date
A	ADDENDUM #2	12/15/15

SPENCER N. JONES NUMBER E-28576 PROFESSIONAL ENGINEER STATE OF MISSOURI

SPENCER N. JONES - ENGINEER
VOA PROJECT#

GRE GREAT RIVER ENGINEERING
1235 S. BEAR BLVD., SPRINGFIELD, MO 65804
PHONE (417) 886-7711 FAX (417) 886-7306
Engineering Services LLC is Exempt per 20 CSR 2030-2.020 (2) (D) Missouri Boards for Architects, Professional Engineers, Professional Land Surveyors, and Landscape Architects

CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

OVERHEAD SIGNAGE STRUCTURAL DETAILS

DATE: SEPT. 28, 2015
JOB NUMBER: 3836
SHEET — OF 84

SHEET
ADD-09

G:\Projects\3836 Branson Streetscape phase III\Drawings\3836_STREET_FURNITURE_&_SIGNAGE.dwg PLOT DATE: 10/1/2015 2:43:41 PM LAST SAVE: 10/1/2015 1:15:21 PM

CITY OF BRANSON

TANEY COUNTY, MISSOURI

HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS

PHASE 3

SECTION 33, TWP 23, R 21

SECTION 34, TWP 22, R 21

BENCHMARK DATA

TA–25 – STANDARD DNR ALUMINUM DISK, LOCATED AT THE INTERSECTION OF BUSINESS 65 & ADAMS STREET ON THE EAST SIDE OF BUSINESS 65 IN FRONT OF THE OZARK MOUNTAIN BANK.

ELEVATION = 750.20'

BM1 – BONNET BOLT ON TOP OF FIRE HYDRANT IN FRONT OF FUNERAL HOME. LOCATED AT THE SOUTHEAST CORNER OF COMMERCIAL & COLLEGE. ARROW ON TOP OF FIRE HYDRANT POINTS TO BONNET BOLT.

ELEVATION = 758.33'

BM2 – SQUARE CUT ON BACK OF CURB ON THE NORTH SIDE OF BROOKS BLVD. LOCATED ON THE CURB JUST NORTH OF THE DRIVE FOR THE BANK DRIVE–THRU.

ELEVATION = 745.31'

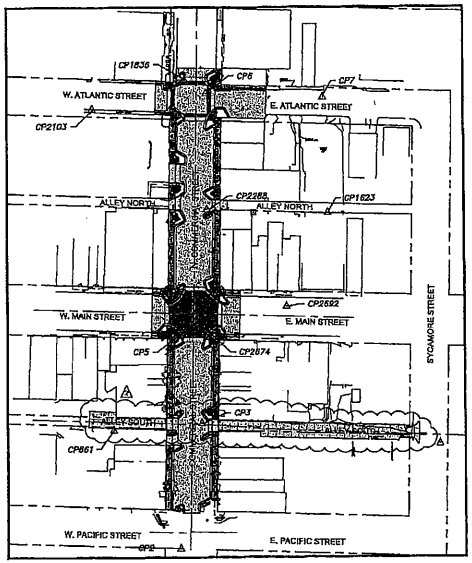
(VERTICAL DATUM : NAVD88)

CONTROL POINT DATA				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	293039.5404	1430084.2572	762.04	CP 1 60D
2	293573.8618	1430047.2458	756.61	CP 2 60D
3	295782.6994	1430080.0835	758.07	CP 3 MAG
5	295912.0072	1430050.3533	757.59	CP 5 MAG
6	296290.6342	1430088.5988	746.12	CP 6 MAG
7	296284.9200	1430272.1521	726.35	CP 7 MAG
861	295758.3540	1429943.0178	758.40	CP MAG OTHERS
1823	296100.9121	1430279.0217	731.84	CP 1823 MAG
1836	296311.7327	1430058.0317	748.03	CP 1836 CMT
2103	296268.1234	1429910.0819	745.67	CP 2103 CMT
2288	296106.4618	1430089.2559	753.01	CP 2288 MAG
2674	295918.6004	1430087.8410	756.89	CP 2674 CMT
2692	295953.6049	1430213.6397	744.40	CP 2692

DESIGN DESIGNATION

FUNCTIONAL CLASSIFICATION = COLLECTOR/COMMERCIAL

DESIGN SPEED = 25 MPH



GENERAL LOCATION MAP

NOT TO SCALE

N

W E

S

SHEET INDEX

CV	COVER SHEET
GN	GENERAL NOTES
SP–01 – SP–06	OVERALL SITE PLAN
EX	EXISTING FEATURES
TC–01 – TC–07	TRAFFIC CONTROL
EC–01 – EC–02	EROSION CONTROL
DM–01 – DM–05	DEMOLITION PLANS
RS–01 – RS–16	PLAN & PROFILE & PLANTER DETAILS & CONSTRUCTION DETAILS
GR–01 – GR–08	INTERSECTION DETAILS
ST–01 – ST–08	STORM PLAN & PROFILE & DETAILS
WL–01 – WL–05	WATER PLAN & PROFILE & DETAILS
SE–01 – SE–03	STREETSCAPE ELECTRICAL PLANS & DETAILS
SL–01 – SL–06	STREET LIGHTING & CONDUIT PLANS & DETAILS
IR–01 – IR–06	IRRIGATION PLANS & DETAILS
LS–01 – LS–05	LANDSCAPE PLANS & DETAILS
SI–01 – SI–04	STREET FURNITURE, SIGNAGE & PAVEMENT MARKING
ADD–01	OVERALL SITE PLAN
ADD–02	PLAN & PROFILE
ADD–03	CONSTRUCTION JOINT PLAN
ADD–04	CONSTRUCTION DETAILS
ADD–05 – ADD–06	INTERSECTION DETAILS
ADD–07	OVERHEAD SIGNAGE PLAN
ADD–08	OVERHEAD SIGNAGE DETAILS
ADD–09	OVERHEAD SIGNAGE STRUCTURAL DETAILS

CITY OF BRANSON
DEPARTMENT OF PUBLIC WORKS

APPROVED David H. Miller 9/21/16

David H. Miller — DATE

CITY ENGINEER

APPROVED FOR ONE YEAR FROM THIS DATE

mfec Milone & MacBroom, Inc. Beckwith & Collins, Inc. Consulting Engineers

CALL OR CLICK 3 DAYS BEFORE YOU DIG! 1-800-DIG-RITE = 811 MISSOURI ONE CALL SYSTEM www.mo1call.com

UTILITY DISCLAIMER

INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTORS ARE RESPONSIBLE FOR MAKING THEIR OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. INFORMATION SHOWN IS FROM MAPS PROVIDED OR DISCOVERED FROM UTILITY PROVIDERS.

STATE OF MISSOURI DAVID A. LUEDERSDORF NUMBER 2002018751 REGISTERED PROFESSIONAL ENGINEER 10-11-16

STATE OF MISSOURI JERRY L. JACKSON NUMBER LA-000175 REGISTERED LANDSCAPE ARCHITECT

JERRY L. JACKSON MO# LA-000175

GRE GREAT RIVER ENGINEERING, LLC 2335 S. HWY 160, SUITE 103, WEST PLAINS, MO 65775 PHONE: (417) 256-7270 FAX: (417) 256-7281

Engineering and Land Surveying Services in Missouri and Arkansas

Missouri State Certificate of Authority Number 2004019762 Arkansas Corporation 2004133677

No.	Revision/Issue	Date
1	ADDENDUM #2	10/10/16

CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

COVER SHEET

DATE: SEPT. 26, 2016

JOB NUMBER: 3636

SHEET 1 OF 94

SHEET CV

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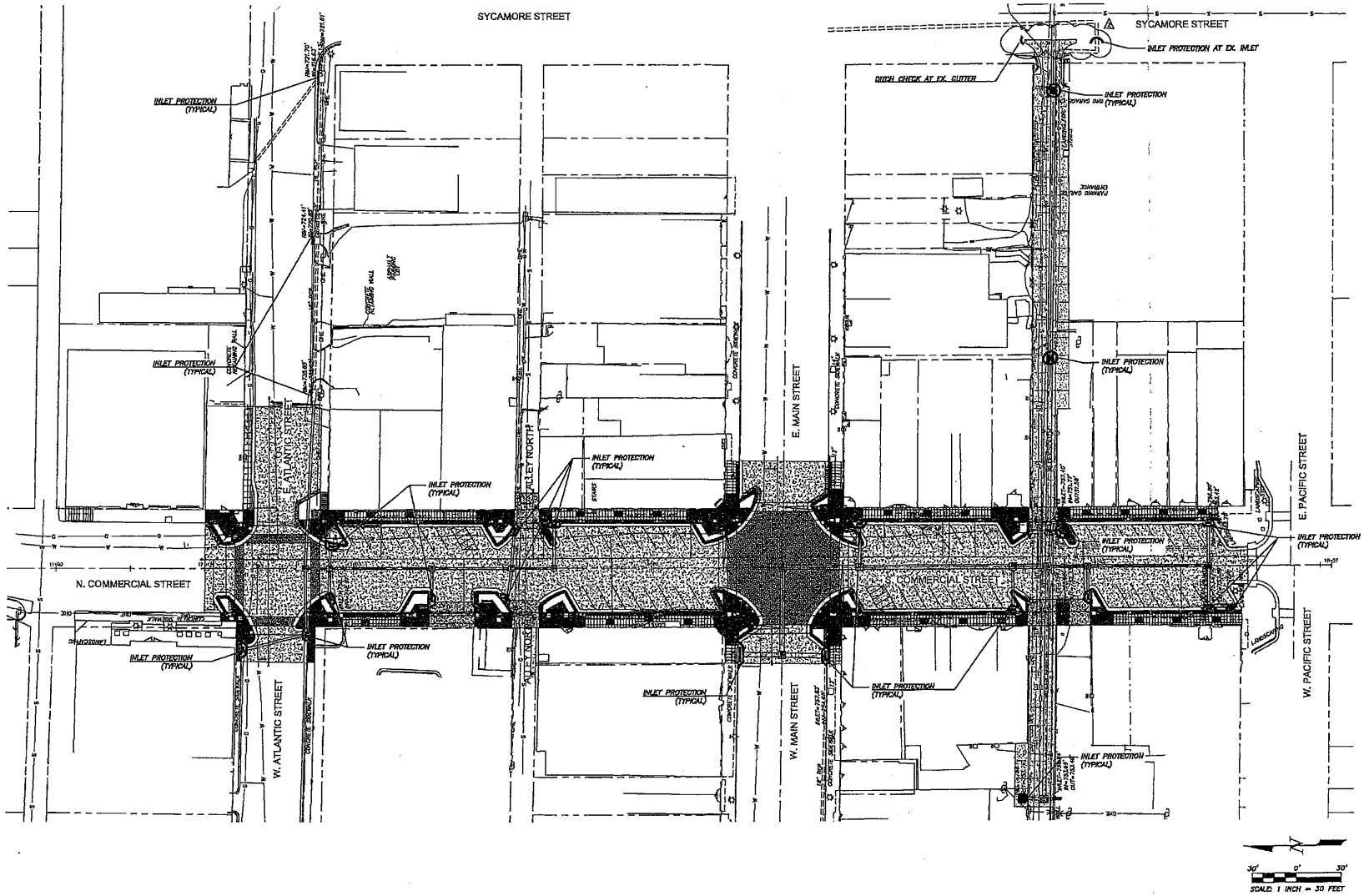

No.	Revision/Issue	Date
2	ADDED E.C. TO EX. SYCAMORE STREET	10/10/16

STATE OF MISSOURI
DAVID A. LUNDSTROM
NUMBER
PE-2005001017
PROFESSIONAL ENGINEER
10-11-16
DAVID A. LUNDSTROM - ENGINEER
MCM PE-2005001017

GRE GREAT RIVER ENGINEERING
2818 S. NORAH MILL STREET, MO 63804
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CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

EROSION CONTROL PLAN

DATE: SEPT. 28, 2016
JOB NUMBER: 3636
SHEET 17 OF 84

SHEET
EC-01

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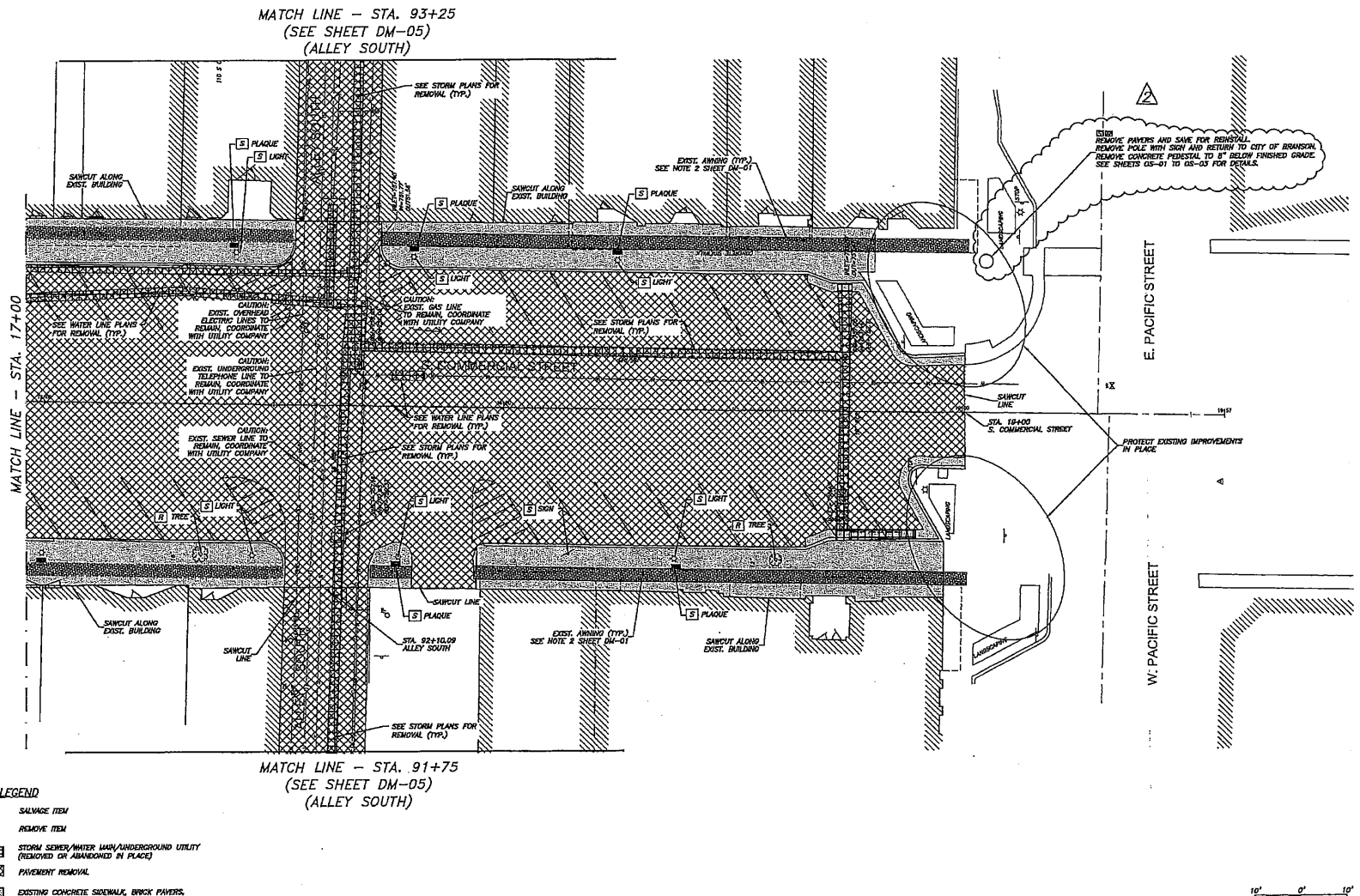


LEGEND

- S — SALVAGE ITEM
- R — REMOVE ITEM
- STORM SEWER/WATER MAIN/UNDERGROUND UTILITY (REMOVED OR ABANDONED IN PLACE)
- PAVEMENT REMOVAL
- EXISTING CONCRETE SIDEWALK, BRICK PAVERS, CONCRETE DRIVEWAY AND CURB AND GUTTER TO BE REMOVED

No.	Revisions	Date
2	ADDENDUM #2	

DAVID A. LUNDSTROM – ENGINEER
LMO (T)–2005031827

GREAT PLAINS ENGINEERING, LLC
1301 S. ENTERPRISE, SPRINGFIELD, MO 65804
PHONE: (417) 886–7311 FAX: (417) 886–7299

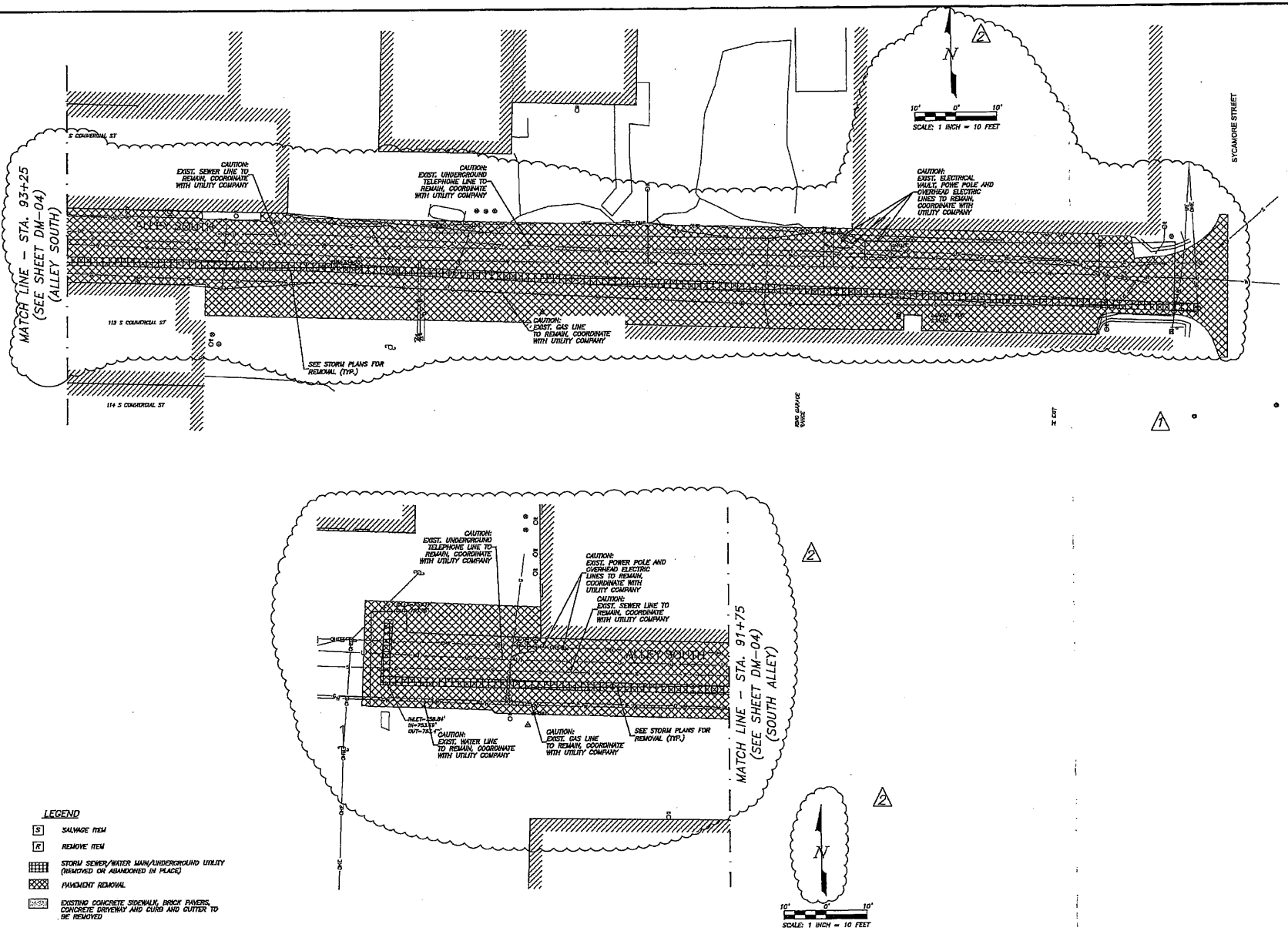
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

DEMOLITION PLAN

DATE: SEPT. 20, 2016
JOB NUMBER: 3636
SHEET 22 OF 84

SHEET
DM-04

G:\Projects\3636-Branson Streetscape Phase III\Dwg\Final\3636 DEMOLITION.dwg, PLOT DATE: 10/11/2016 1:50:15 PM, LAST SAVE: 10/11/2016 11:50:14 AM



No.	Description	Date
2	ADDENDUM #2	

DAVID A. LEMENTOM – ENGINEER
MO# PE-2009019317
10-11-18

GRE GREAT RIVER ENGINEERING
235 S. MAIN ST., SPRINGFIELD, MO 65806
HOME: (417) 886-7211 FAX: (417) 886-7561

CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

DEMOLITION PLAN

DATE: SEPT. 26, 2018
JOB NUMBER: 3636
SHEET 23 OF 64

SHEET
DM-05

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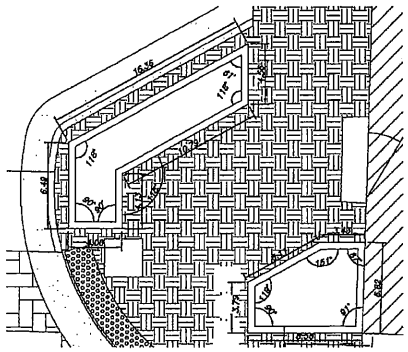
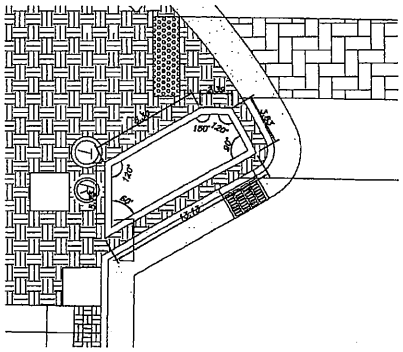
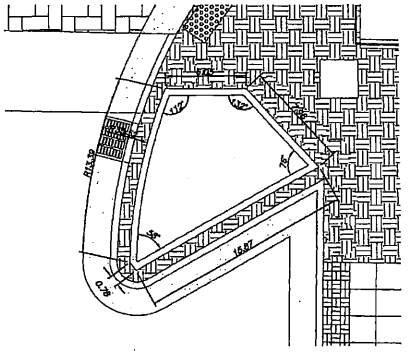


PLANTER #1 DETAIL



PLANTER #2 DETAIL



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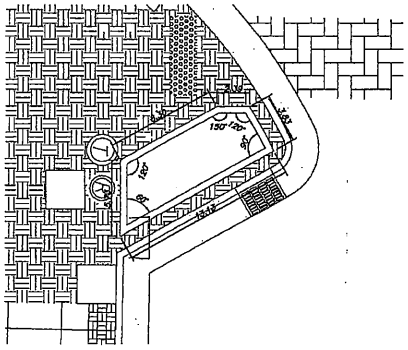

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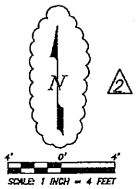

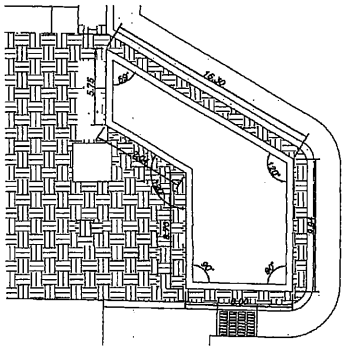

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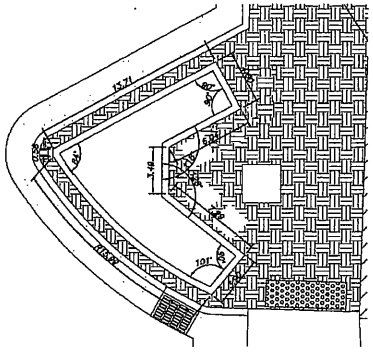

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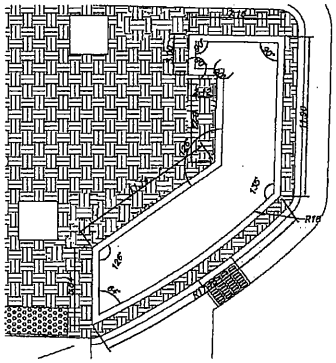

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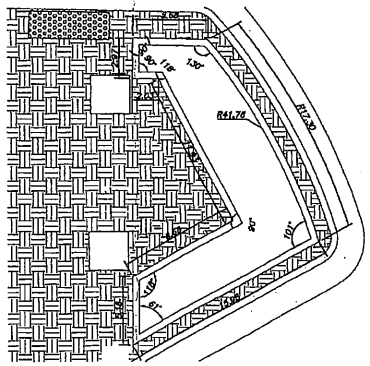

PLANTER #8 DETAIL

No.	Revision/Issue	Date
2	ADDENDUM #2	

STATE OF MISSOURI
JERANY L. JACKSON
NUMBER
LA-000175
LANDSCAPE ARCHITECT

JERANY L. JACKSON
MOB LA-000175

GRE
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ENGINEERING
2226 S. NOVA ROAD, SPRINGFIELD, MO 65804
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www.greatriv.com

CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

PLANTER LAYOUT

DATE: SEPT. 28, 2016
JOB NUMBER: 3636
SHEET 29 OF 84

SHEET
RS-06

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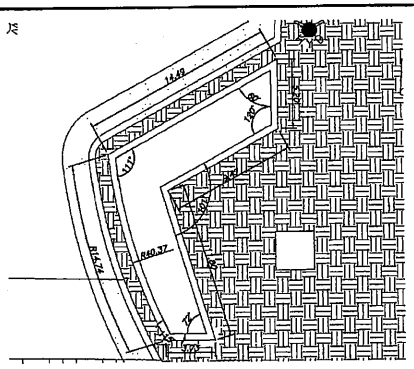

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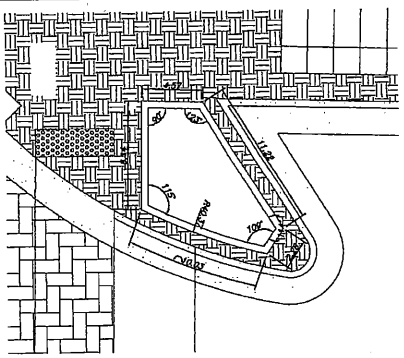

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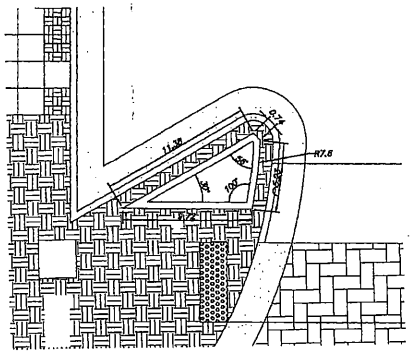

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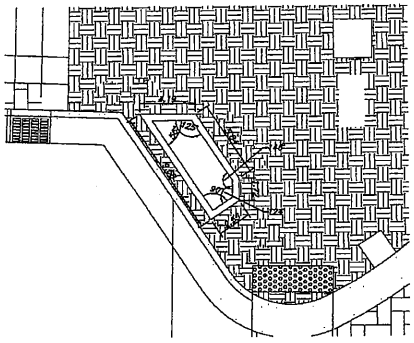

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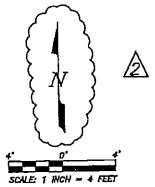

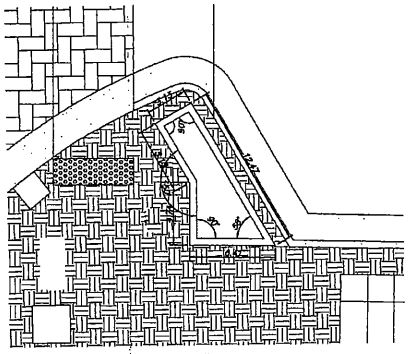

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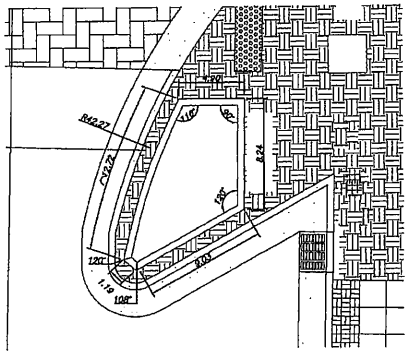

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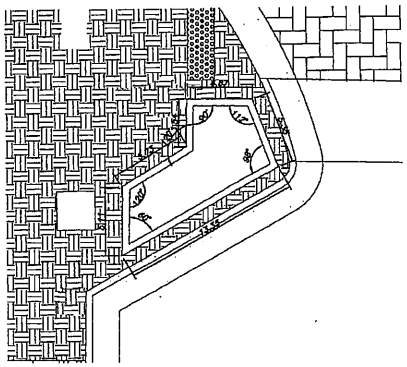

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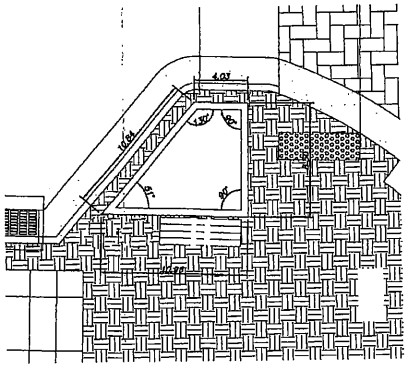

PLANTER #16 DETAIL

No.	Revision/Issue	Date
2	ADDENDUM #2	

STATE OF MISSOURI
JERANY L. JACKSON
NUMBER
LA-000175
LANDSCAPE ARCHITECT

JERANY L. JACKSON
1/2016 LA-000175

GRE
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CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

PLANTER LAYOUT

DATE: SEPT. 29, 2016
JOB NUMBER: 3836
SHEET 30 OF 84

SHEET
RS-07

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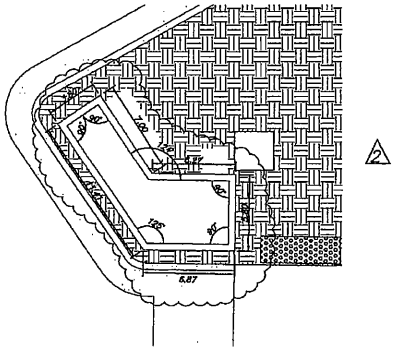

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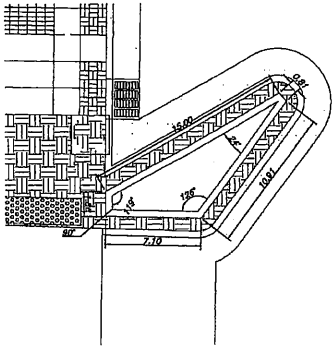

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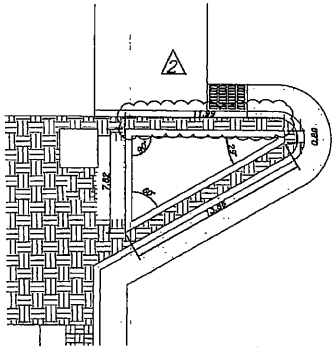

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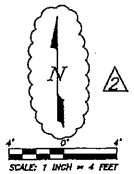

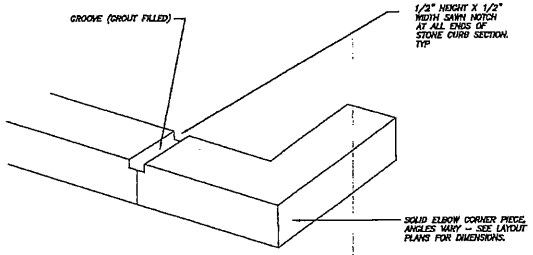

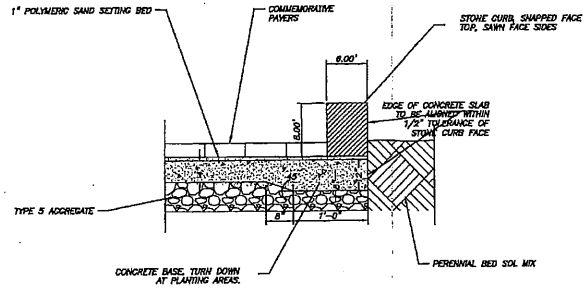

STONE CURB ON CONCRETE BASE

No.	Revision/Issue	Date
2	ADDENDUM #2	

STATE OF MISSOURI
JERANY L. JACKSON
NUMBER LA-000175
LICENSED LANDSCAPE ARCHITECT

JERANY L. JACKSON
1309 LA-000175

GRE GREAT RIVER ENGINEERING
1228 S. BIGELOW, SPRINGFIELD, MO 65804
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CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

PLANTER LAYOUT

DATE: SEPT. 20, 2016
JOB NUMBER: 3636
SHEET 31 OF 84

SHEET
RS-08

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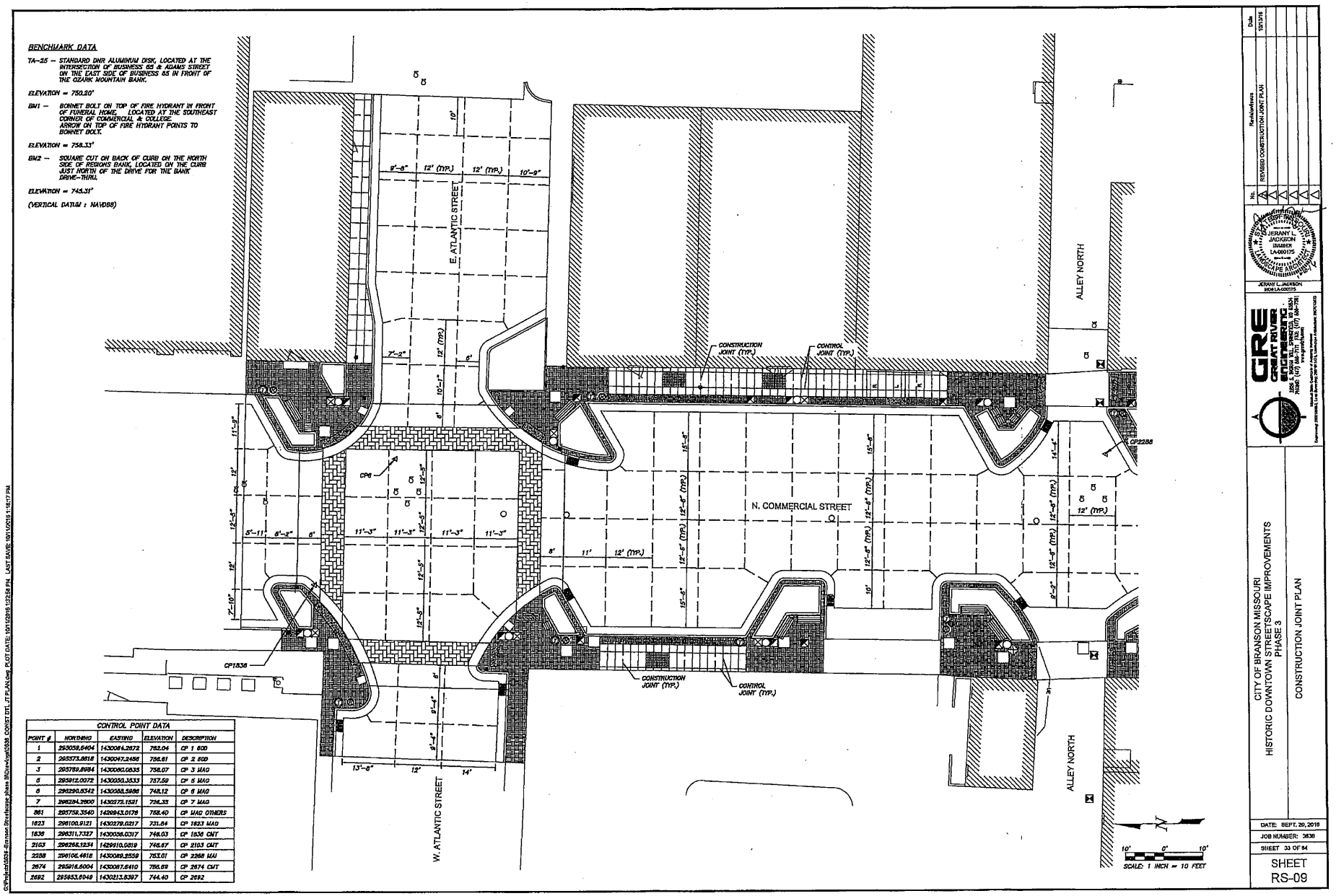

BENCHMARK DATA

TA-25 – STANDARD DNR ALUMINUM DISK, LOCATED AT THE INTERSECTION OF BUSINESS 65 & ADAMS STREET ON THE EAST SIDE OF BUSINESS 65 IN FRONT OF THE OZARK MOUNTAIN BANK.

ELEVATION = 750.20'

BM1 – BONNET BOLT ON TOP OF FIRE HYDRANT IN FRONT OF FUNERAL HOME. LOCATED AT THE SOUTHEAST CORNER OF COMMERCIAL & COLLEGE. ARROW ON TOP OF FIRE HYDRANT POINTS TO BONNET BOLT.

ELEVATION = 758.33'

BM2 – SQUARE CUT ON BACK OF CURB ON THE NORTH SIDE OF REGIONS BANK, LOCATED ON THE CURB JUST NORTH OF THE DRIVE FOR THE BANK DRIVE-THRU.

ELEVATION = 745.31'

(VERTICAL DATUM : NAVD88)

CONTROL POINT DATA

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	293059.6404	1430084.2872	762.04	CP 1 BOD
2	295373.8618	1430047.2456	756.81	CP 2 BOD
3	295789.8984	1430080.0835	758.07	CP 3 MAG
5	295912.0072	1430050.3533	757.59	CP 5 MAG
6	296290.0342	1430088.5986	748.12	CP 6 MAG
7	296284.2800	1430272.1521	726.35	CP 7 MAG
861	295758.3540	1429943.0178	758.40	CP MAG OTHERS
1823	296100.9121	1430279.0217	731.84	CP 1823 MAG
1836	296311.7327	1430056.0317	748.03	CP 1836 CMT
2103	296268.1234	1429910.0819	748.67	CP 2103 CMT
2258	296100.4818	1430089.2559	753.01	CP 2258 MAG
2674	295916.5004	1430087.5410	756.69	CP 2674 CMT
2692	295853.8049	1430213.8367	744.40	CP 2692

No.	Remarks/Issue	Date
1	REVISED CONSTRUCTION JOINT PLAN	10/13/16

JERRY L. JACKSON NUMBER LA-000175

GRE GREAT RIVER ENGINEERING

CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

CONSTRUCTION JOINT PLAN

DATE: SEPT. 20, 2016
JOB NUMBER: 3636
SHEET 33 OF 54

SHEET
RS-09

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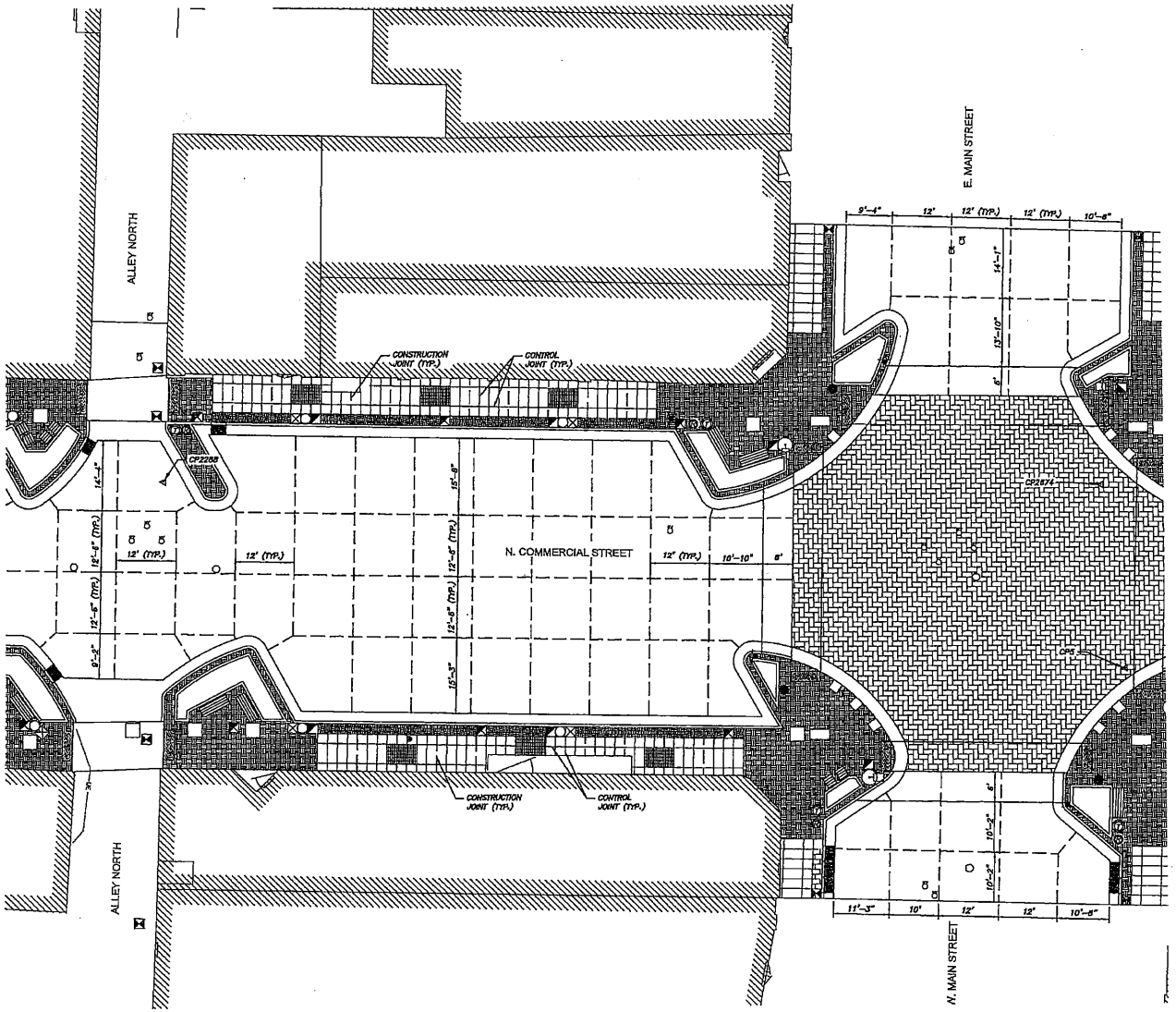

SCALE: 1 INCH = 10 FEET

No.	Revision/Issue	Date
2	REVISED CONSTRUCTION JOINT PLAN	10/10/16

STATE OF MISSOURI
JERANY L. JACKSON
NUMBER
LA-000175
LANDSCAPE ARCHITECT

JERANY L. JACKSON
MO# LA-000175

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GREAT RIVER ENGINEERING
2205 S. NORTH MILL STREET, MO 65804
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www.greatriver.com

CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

CONSTRUCTION JOINT PLAN

DATE: SEPT. 26, 2016
JOB NUMBER: 3838
SHEET 34 OF 84

SHEET
RS-10

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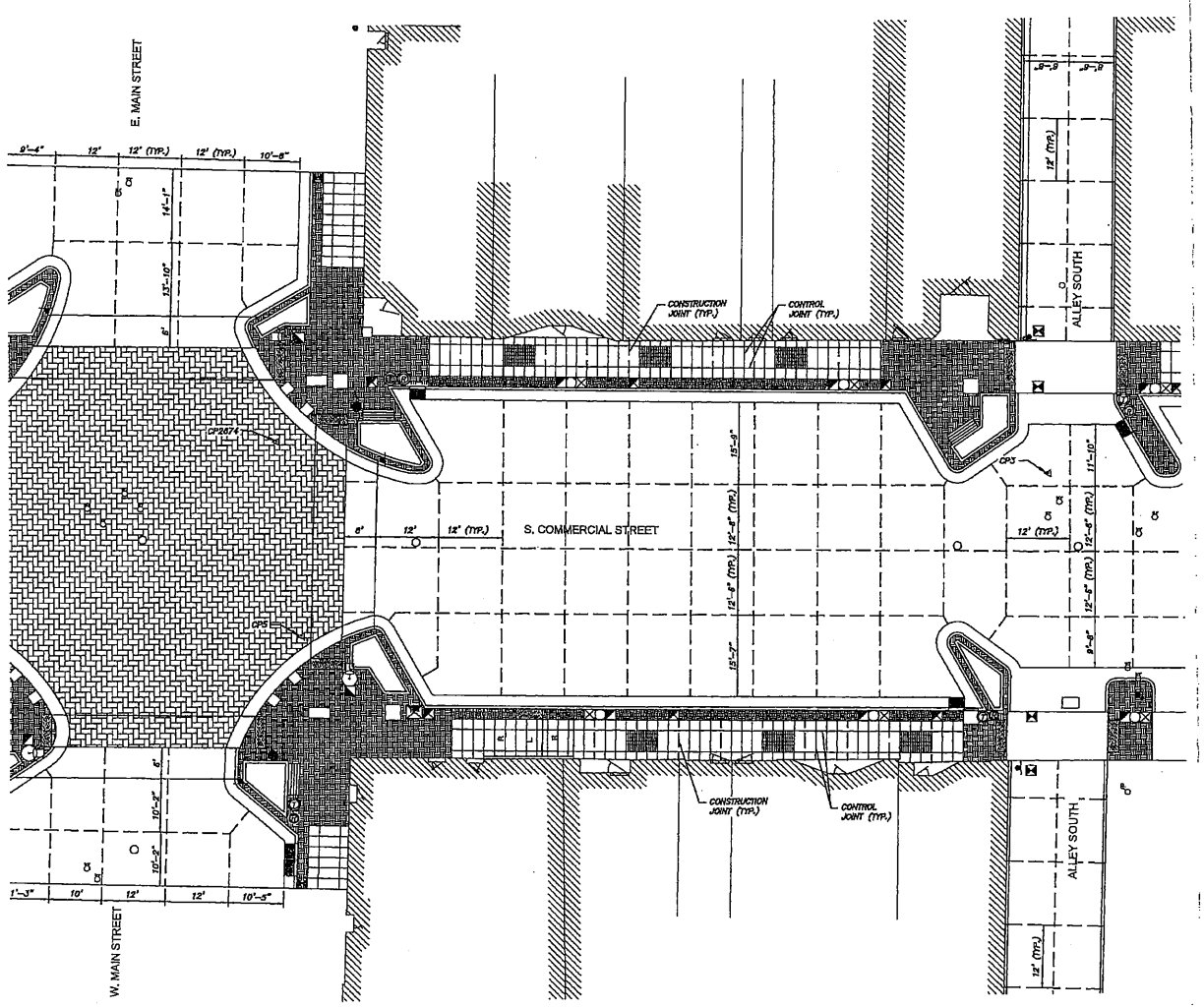

No.	Revision/Issue	Date
2	REVISED CONSTRUCTION JOINT PLAN	10/10/16

JERANY L. JACKSON
MO# LA-000175

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2205 S. BOLIVAR MILL, SPRINGFIELD, MO 65804
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CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

CONSTRUCTION JOINT PLAN

DATE: SEPT. 20, 2016
JOB NUMBER: 3636
SHEET 35 OF 84

SHEET
RS-11

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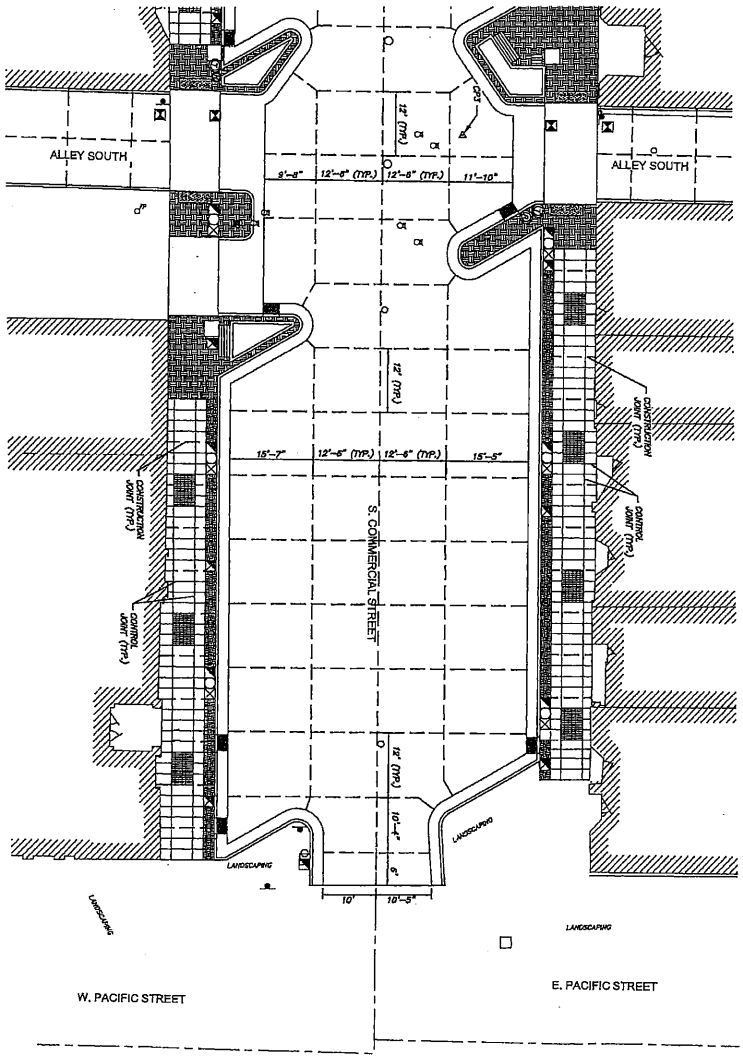

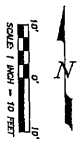

SHEET
RS-12

DATE: SEPT. 28, 2016
JOB NUMBER: 3636
SHEET 30 OF 54

CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

CONSTRUCTION JOINT PLAN

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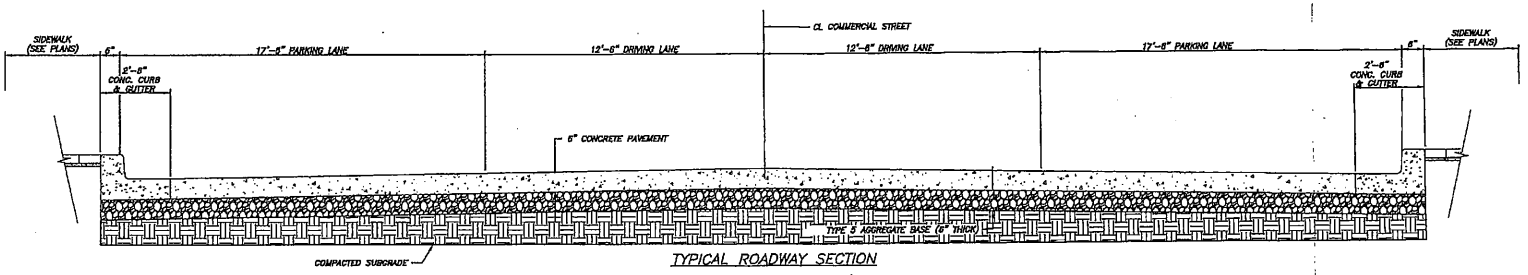
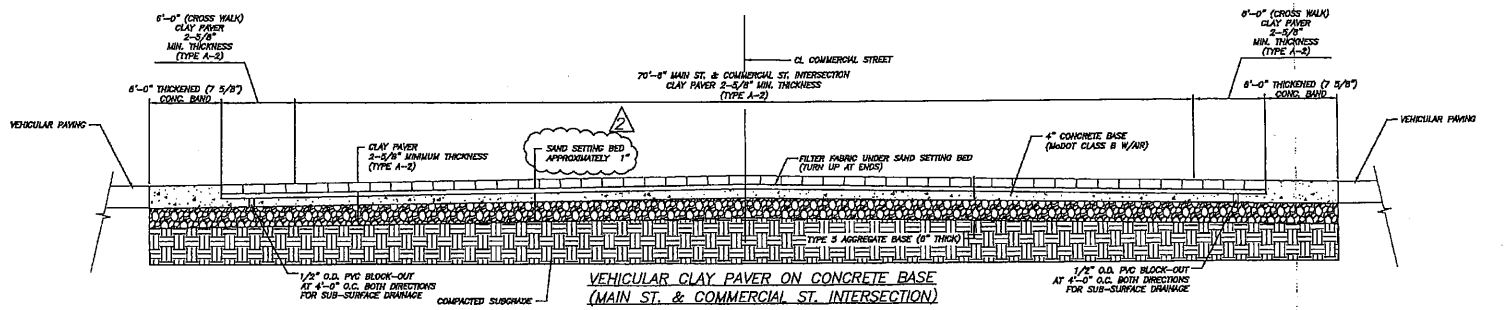
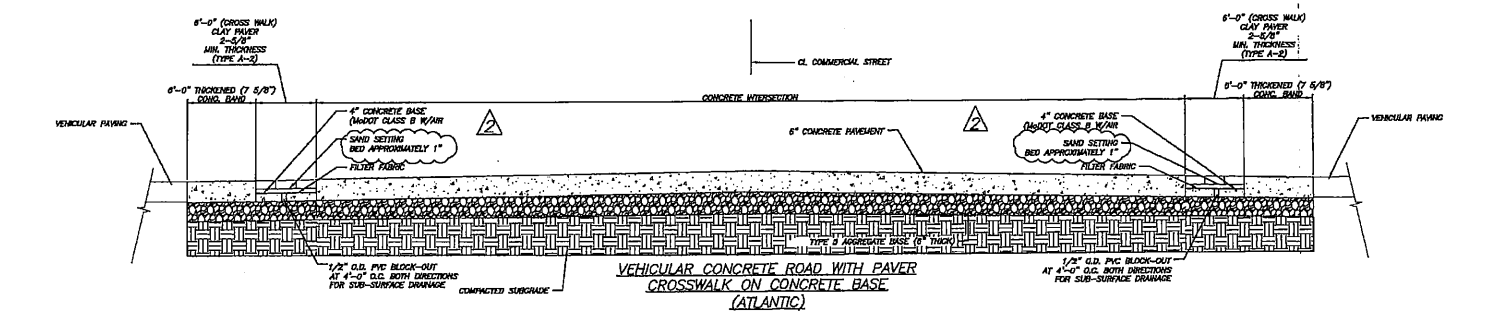
No.	Revision/Issue	Date
1	REVISED CONSTRUCTION JOINT PLAN	10/10/16
2		
3		
4		
5		
6		



TYPICAL ROADWAY SECTION



VEHICULAR CLAY PAVER ON CONCRETE BASE
(MAIN ST. & COMMERCIAL ST. INTERSECTION)



VEHICULAR CONCRETE ROAD WITH PAVER CROSSWALK ON CONCRETE BASE
(ATLANTIC)

2

PAVEMENT LAYOUT NOTES

1. PAVERS TO BE SET PARALLEL/PERPENDICULAR WITH ADJACENT STREET CURB UNLESS OTHERWISE NOTED.
2. PAVERS TO HAVE A CONSISTENT 1/8" POLYMERIC SAND SWEPT JOINT. PAVERS SHALL BE INSTALLED TO ALIGN JOINTS WITH ADJACENT PAVERS JOINTS, FACE OF PLANTER CURB, BACK OF STREET CURB AND ALL CONCRETE JOINTING UNLESS OTHERWISE NOTED.
3. ALIGN PAVERS WITH EDGES OF TRUNCATED DOME PANELS UNLESS OTHERWISE NOTED.
4. ALL FIELD SAWCUTS SHOULD BE PERFORMED TO MAINTAIN A MINIMUM 1/8" PAVER WIDTH
5. ALL CUTS ON BEVELED PAVERS ARE TO BE FROM MIDDLE OF PAVER AS REQUIRED TO ENSURE NO PAVERS HAVE A CUT EDGE ABUTTING A BEVELED EDGE.

2

PAVERS MANUFACTURED AND PURCHASED FROM ENDICOTT CLAY PRODUCTS CO. IN ENDICOTT, NEBRASKA
A-1 CLAY PAVER – MAIN FIELD
BASKETWEAVE PATTERN, RELIEVED EDGE AND LUGGED, 4" X 8" X 2-1/4" THICK PAVERS
30% RED BLEND
30% BORDEAUX BLEND
30% MEDIUM IRONSPOT #45
10% DARK IRONSPOT
A-2 CLAY PAVER – HERRINGBONE PATTERN, RELIEVED EDGE AND LUGGED – 4" X 8" X 2-5/8" THICK PAVERS
70% RED BLEND
30% MEDIUM IRONSPOT #45
A-3 CLAY PAVER – RUNNING BOND PANELS STACK BOND PATTERN, RELIEVED EDGE AND LUGGED – 4" X 8" X 2-1/4" THICK PAVER
100% MEDIUM IRONSPOT #45
A-4 CLAY PAVER – SOLDIER COURSE PATTERN, RELIEVED EDGE AND LUGGED – 4" X 8" X 2-5/8" THICK PAVERS
100% MANGANESE

No.	Revisions/Issue	Date
2	ADDENDUM #2	

JERANY L. JACKSON NUMBER LA-000178 STATE OF LOUISIANA REGISTERED PROFESSIONAL ENGINEER

JERANY L. JACKSON
MEM LA 000178

GRE GREAT RIVER ENGINEERING
2035 S. STRICKLAND AVE., SPRINGFIELD, MO 65804
PHONE: (417) 886-7178 FAX: (417) 886-7281

CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

CONSTRUCTION DETAILS

DATE: SEPT. 26, 2016
JOB NUMBER: 3635
SHEET 36 OF 84

SHEET
RS-13

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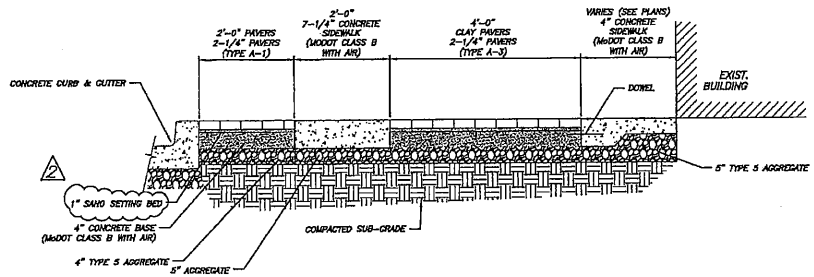
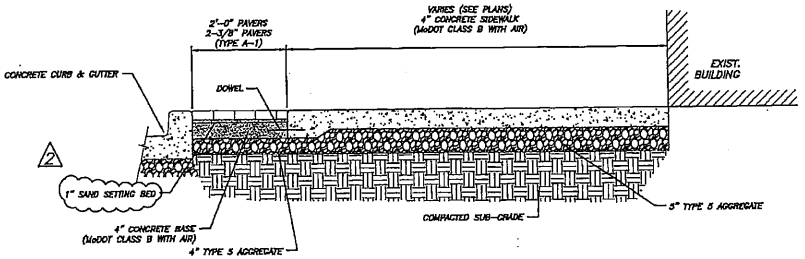
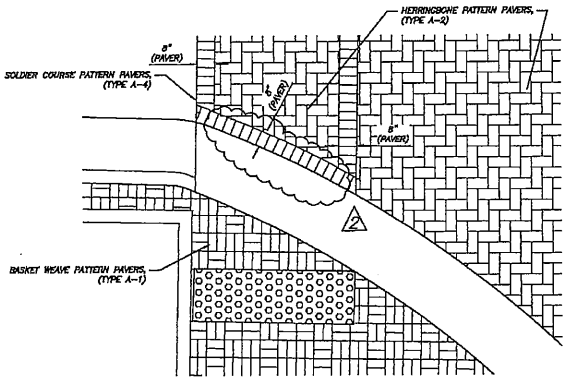


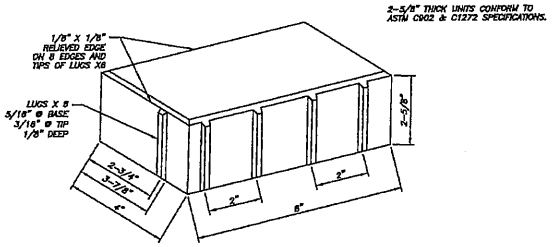
STANDARD CONCRETE SIDEWALK W/ PAVER INSETS



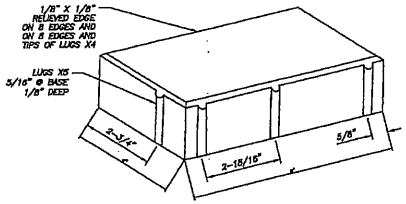
STANDARD CONCRETE SIDEWALK



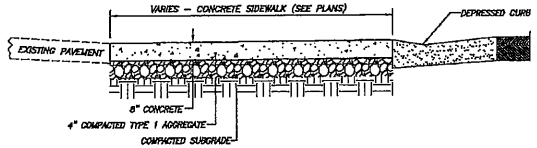
SOLDIER COURSE PATTERN DETAIL 2



2-5/8"X4"X8" PAVER DETAILS



2-1/4" PAVER DETAILS



CONCRETE SIDEWALK NOTES:
1. JOINTS SHALL BE FORMED AT RIGHT ANGLES TO THE ALIGNMENT OF THE SIDEWALK AND TO THE DEPTHS INDICATED BELOW.

2. THE SIDEWALK SHALL BE CONSTRUCTED WITH DOWELED EXPANSION JOINTS WHERE A CHANGE IN SURFACE MATERIAL OCCURS. SEE JOINT DETAILS.

THICKENED CONCRETE SIDEWALK AT DRIVEWAYS

2

PAVERS MANUFACTURED AND PURCHASED FROM ENDICOTT CLAY PRODUCTS CO. IN ENDICOTT, NEBRASKA
A-1 CLAY PAVER - MAIN FIELD
BASKETWEAVE PATTERN, RELIEVED EDGE AND LUGGED, 4" X 8" X 2-1/4" THICK PAVERS
30% RED BLEND
30% BORDEAUX BLEND
30% MEDIUM IRONSPOT #45
10% DARK IRONSPOT
A-2 CLAY PAVER - HERRINGBONE PATTERN, RELIEVED EDGE AND LUGGED - 4" X 8" X 2-3/8" THICK PAVERS
70% RED BLEND
30% MEDIUM IRONSPOT #45
A-3 CLAY PAVER - RUNNING BOND PANELS STACK BOND PATTERN, RELIEVED EDGE AND LUGGED - 4" X 8" X 2-1/4" THICK PAVER
100% MEDIUM IRONSPOT #45
A-4 CLAY PAVER - SOLDIER COURSE PATTERN, RELIEVED EDGE AND LUGGED - 4" X 8" X 2-3/8" THICK PAVERS
100% MANGANESE

No.	Revisions	Date
2	ADDENDUM #2	

JERANY L. JACKSON
NUMBER
LA-000179

JERANY L. JACKSON
MO# LA-000179

GREAT RIVER ENGINEERING, LLC
1235 E. MOUNT VERNON ST. SPRINGFIELD, MO 65804
PHONE: (417) 886-7711 FAX: (417) 886-7591

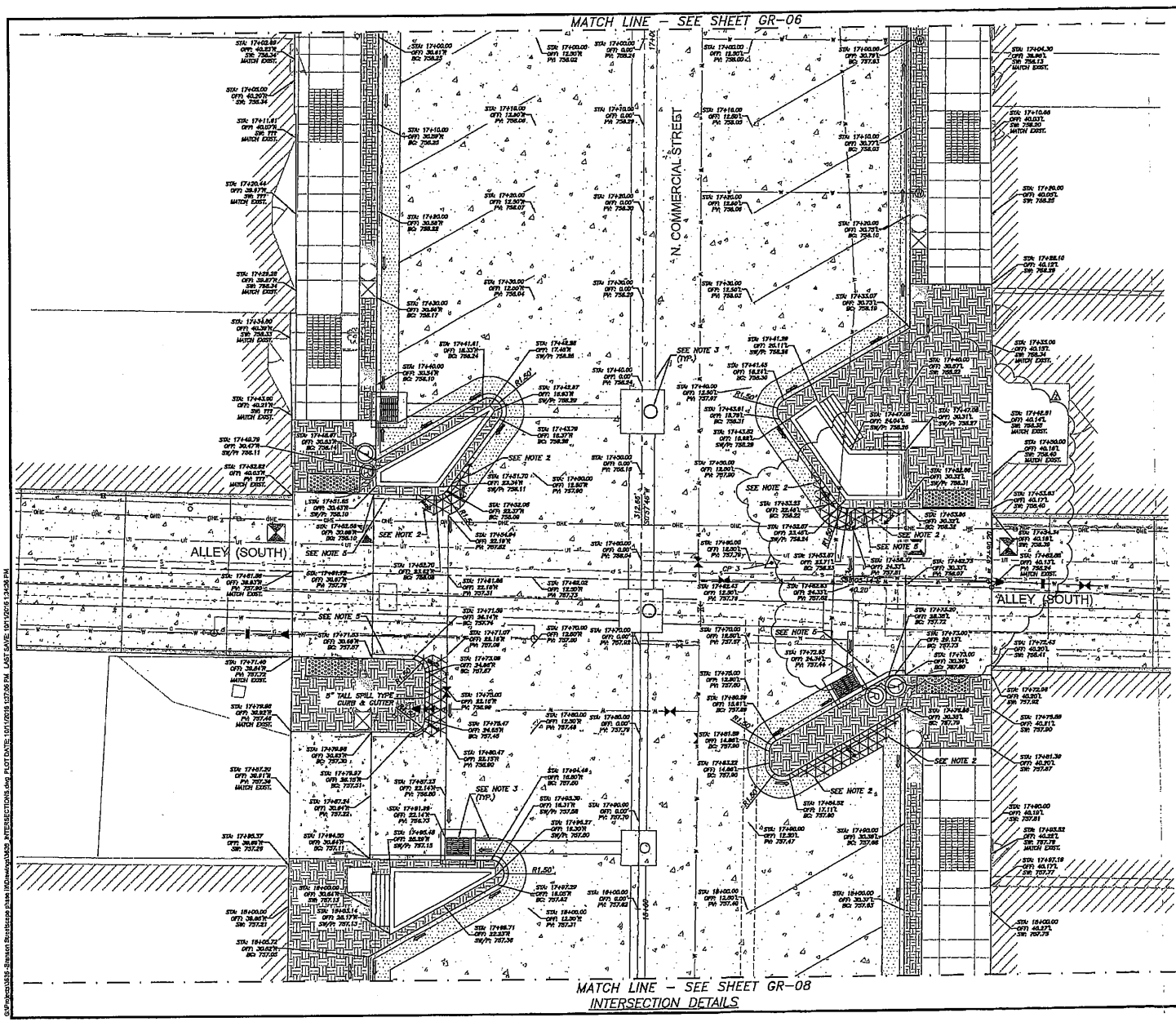
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

CONSTRUCTION DETAILS

DATE: SEPT. 26, 2019
JOB NUMBER: 3838
SHEET 39 OF 84

SHEET
RS-15

G:\Projects\3838-Branson Streetscape phase 3\Drawings\3838_CONSTRUCTION DETAILS.dgn PLOT DATE: 10/1/2019 1:09:44 PM LAST SAVE: 10/1/2019 1:08:39 PM



LEGEND:

R	=	ADA ACCESSIBLE RAMP
L	=	ADA ACCESSIBLE LANDING
FG:	=	FINISHED GRADE
BC:	=	BACK/TOP OF CURB ELEVATION
PA:	=	PAVEMENT ELEVATION
GU:	=	GUTTER ELEVATION
SW:	=	SIDEWALK ELEVATION
SW/P:	=	SIDEWALK AT PLANTER ELEVATION
H.P.	=	HIGH POINT
⟹	=	DRAINAGE FLOW DIRECTION ARROW
	=	SPILL TYPE CURB AND GUTTER

N

0 5' 10'

SCALE 1 INCH = 5 FEET

NOTES:

1. MATCH EXISTING SIDEWALK AT AN EXISTING SIDEWALK JOINT (WHERE POSSIBLE) BEGIN TRANSITION TO CROSS SLOPE NOT TO EXCEED 2.0% AND RUNNING SLOPE NOT TO EXCEED 5.0% (TYP.)
2. TRANSITION FROM CATCH CURB/GUTTER TO SPILL TYPE CURB/GUTTER
3. SEE STORMWATER DRAINAGE SHEETS IN THIS SET.
4. MATCH EXISTING ONLY WHERE NOTED WITH "MATCH EXIST." RAISE AND LOWER SIDEWALK AT BUILDING AND WALL FACES AS NOTED. NOTIFY IF A VOID IS PRESENT WHEN LOWERING SIDEWALK.
5. CURB HEIGHT TRANSITION.
6. SEE STREET LIGHTING SHEETS IN THIS SET.
7. EXISTING POLES, OVERHEAD ELECTRIC LINES AND GUY WIRES TO REMAIN, COORDINATE WITH UTILITY COMPANY.

BENCHMARK AND CONTROL POINT DATA ON SHEET GR-01 ALSO APPLY TO THIS SHEET.

MISSOURI ONE CALL SYSTEM, INC. 1-800-DIG-RITE (1-800-344-7483) STOP-CALL BEFORE YOU DIG!

No.	Revisions/Issues	Date
1	ADJUSTED LAYOUT AND FINISHED GRADE	10/10/16

STATE OF MISSOURI DAVID A. LANGSTROTH NUMBER PE-2009019017 PROFESSIONAL ENGINEER 10-11-16

DAVID A. LANGSTROTH – ENGINEER MO# PE-2009019017

GRE GREAT RIVER ENGINEERING, LLC 2535 E. HIGHWAY 54, SUITE A, BOONVILLE, MO 65233 PHONE: (417) 866-7711 FAX: (417) 866-7561

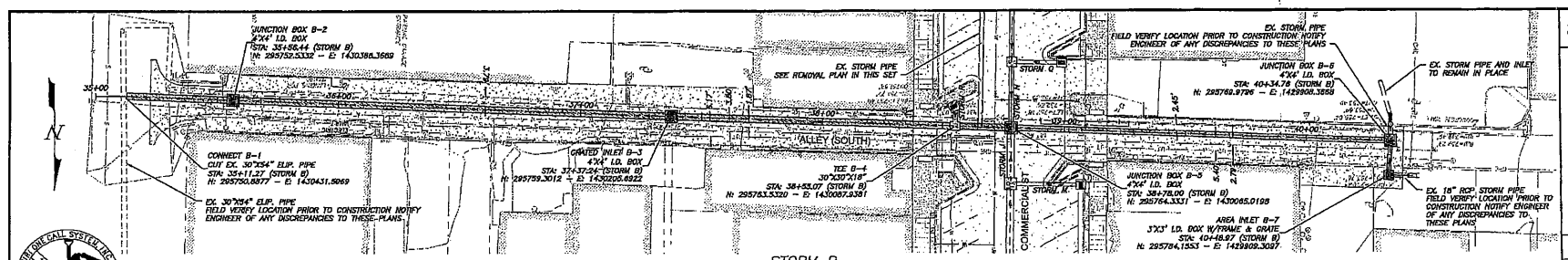
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

INTERSECTION DETAILS
N. COMMERCIAL ST. & ALLEY (SOUTH)

DATE: SEPT. 26, 2016
JOB NUMBER: 3638
SHEET 46 OF 94

SHEET
GR-07

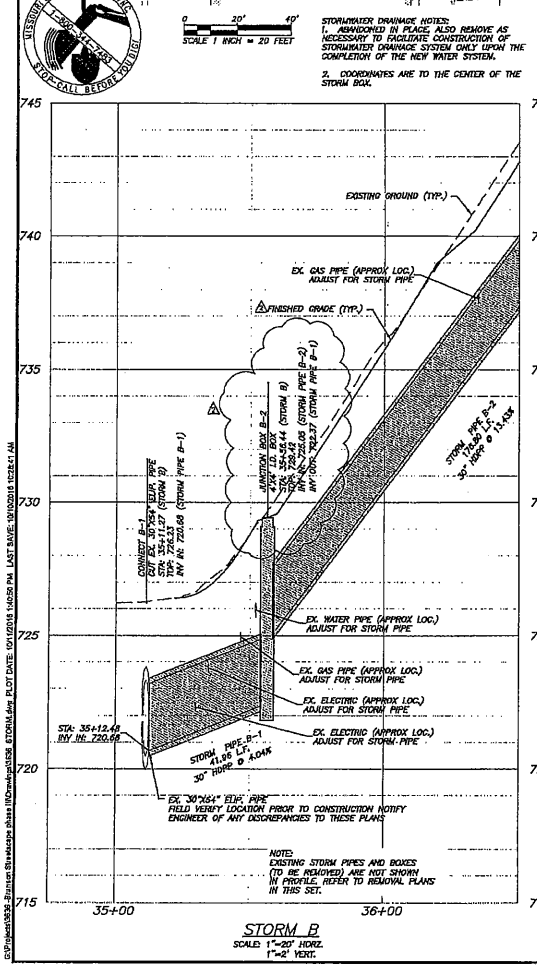
G:\Projects\3638-Branson Streetscape phase III\Drawings\3638_INTERSECTIONS.dwg, PLOT DATE: 10/11/2016 12:36:06 PM, LAST SAVE: 10/11/2016 12:34:54 PM



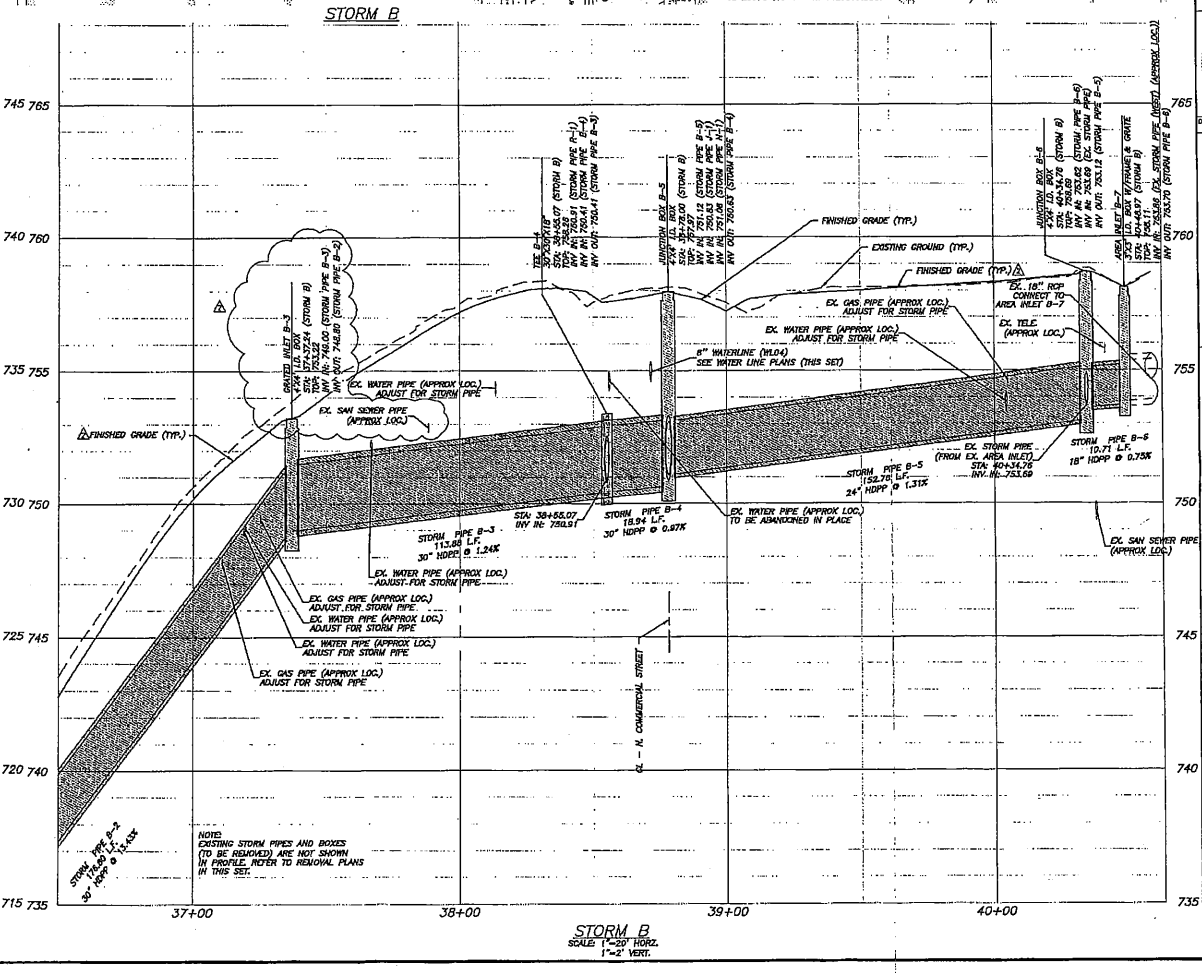
MISSOURI ONE CALL SYSTEM INC. 1-800-DIG-RITE (1-800-344-7483) STOP! CALL BEFORE YOU DIG!

SCALE 1 INCH = 20 FEET

STORMWATER DRAINAGE NOTES:
1. ABANDONED IN PLACE, ALSO REMOVE AS NECESSARY TO FACILITATE CONSTRUCTION OF STORMWATER DRAINAGE SYSTEM ONLY UPON THE COMPLETION OF THE NEW WATER SYSTEM.
2. COORDINATES ARE TO THE CENTER OF THE STORM BOX.



STORM B
SCALE: 1"=20' HORZ.
1"=2' VERT.



STORM B
SCALE: 1"=20' HORZ.
1"=2' VERT.

No.	Revision/Issue	Date
1	ADJUSTED P.R. GRADE & INLET TO P.L. ADDED EX. SAN PIPE	10/19/16

STATE OF MISSOURI
DAVID A. LANGSTROM
NUMBER 2012001017
PROFESSIONAL ENGINEER
10-19-16
DAVID A. LANGSTROM, P.E. #2012001017
MDNR PE #2012001017

GRE
GREAT RIVER ENGINEERING
215 S. MAIN MILL SPRINGFIELD, MO 65806
PHONE: (417) 886-7311 FAX: (417) 886-7311

CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3
STORMWATER DRAINAGE
STORM B

DATE: SEPT. 26, 2016
JOB NUMBER: 3836
SHEET 51 OF 84

SHEET
ST-04

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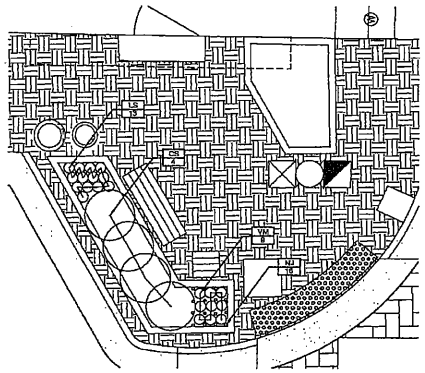

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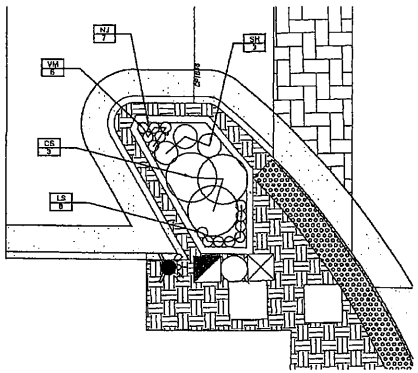

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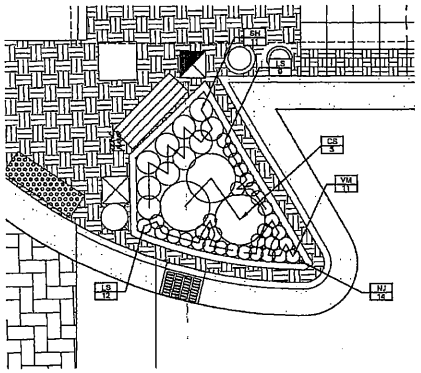

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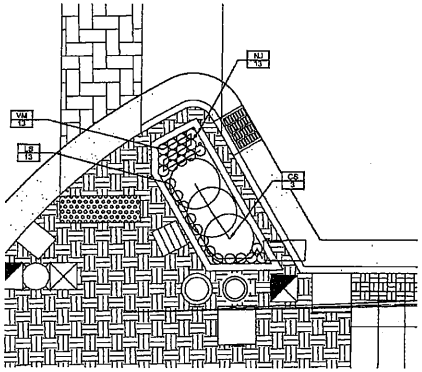

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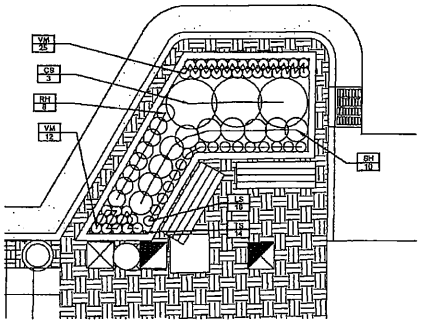

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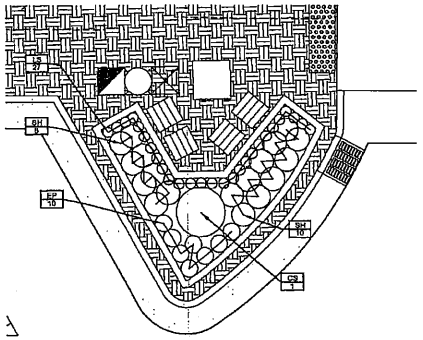

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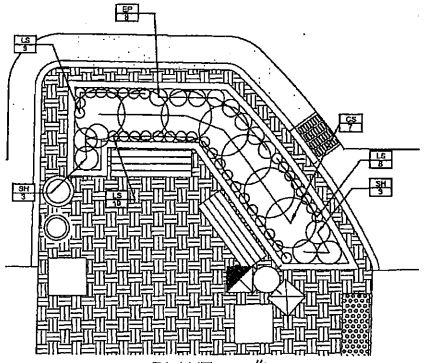

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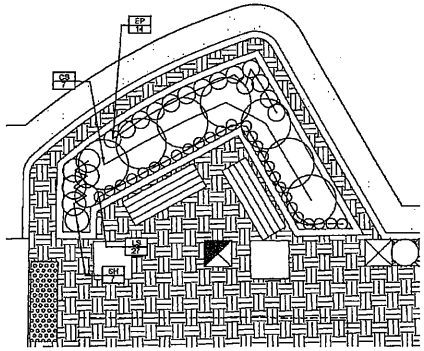

PLANTER #8

N

4' 0' 4'

SCALE: 1 INCH = 4 FEET

2

LEGEND

XX = PLANT SYM. SEE PLANT SCHEDULE ON SHEET LS-05

XX = PLANT QUANTITY

No.	Revisions	Date
2	ADDENDUM #2	
1		
0		
0		
0		

STATE OF MISSOURI
JERANY L. JACKSON
NUMBER
LA-000176
LANDSCAPE ARCHITECT

JERANY L. JACKSON
MO#LA-000176

GRE
GREAT RIVER ENGINEERING
3535 S. RIDGE MILL STREET, NO. 6504
PHONE: (417) 886-7171 FAX: (417) 886-7581
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Mission Statement: Continue to Evaluate Ideas
Engineering: 2023 GRE, Land Surveying: 2023 GRE, Landscape Architecture: 2023 GRE

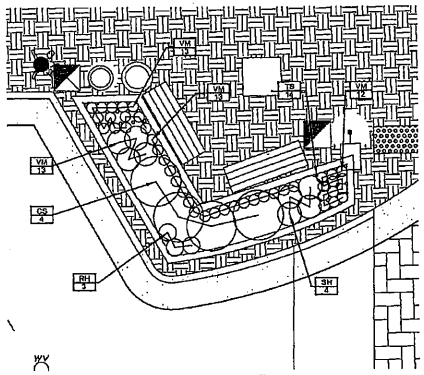
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

LANDSCAPE PLAN
PLANTER ENLARGEMENT PLANS

DATE: SEPT. 20, 2010
JOB NUMBER: 3636
SHEET 77 OF 84

SHEET
LS-02

G:\Projects\3636 -Branson Streetscape phase III\Drawings\3636_LANDSCAPING.dwg PLOT DATE: 10/11/2016 2:02:20 PM LAST SAVE: 10/3/2016 2:10:00 PM



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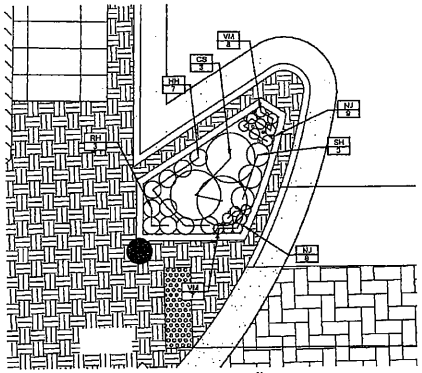

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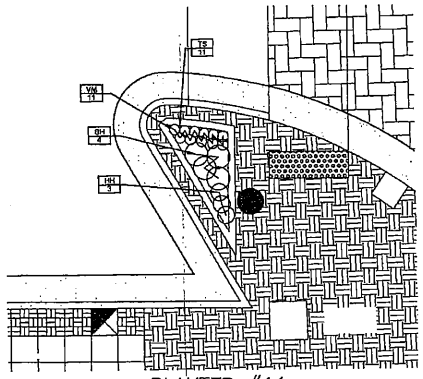

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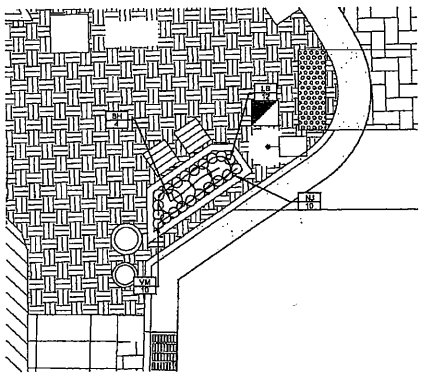

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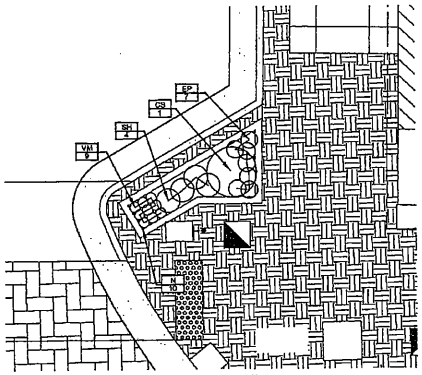

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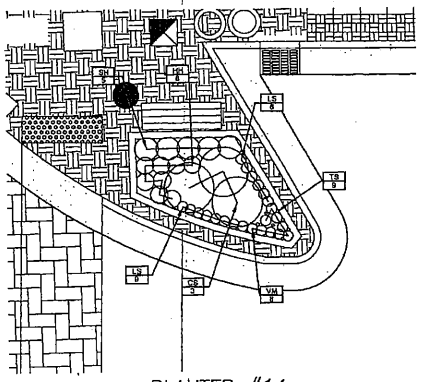

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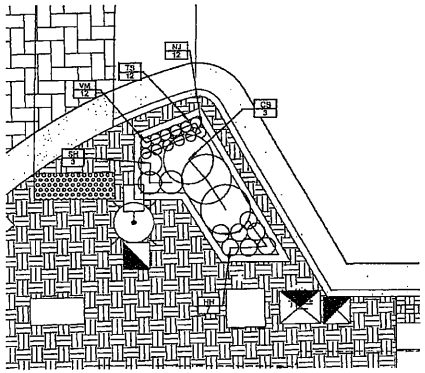

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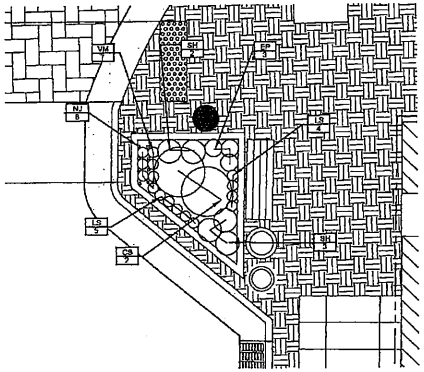

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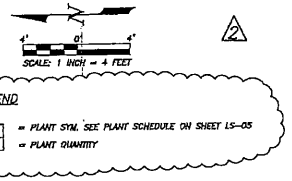

2

No.	Date
2 ADDENDUM #2	

JERRY L. JACKSON
MISSOURI
LA-000176

JERRY L. JACKSON
MO# LA-000176

GREAT RIVER ENGINEERING, LLC

CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

LANDSCAPE PLANS
PLANTER ENLARGEMENT PLANS

DATE: SEPT. 28, 2018
JOB NUMBER: 3638
SHEET 78 OF 84

SHEET
LS-03

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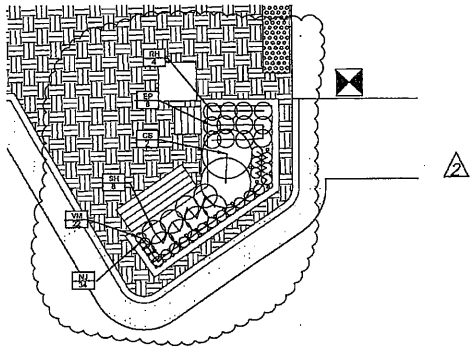

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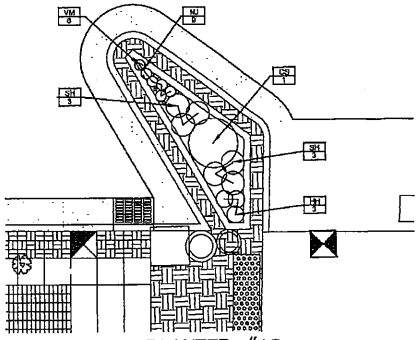

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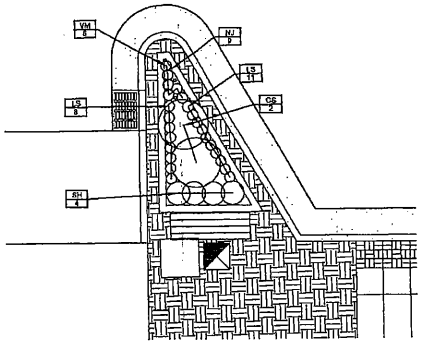

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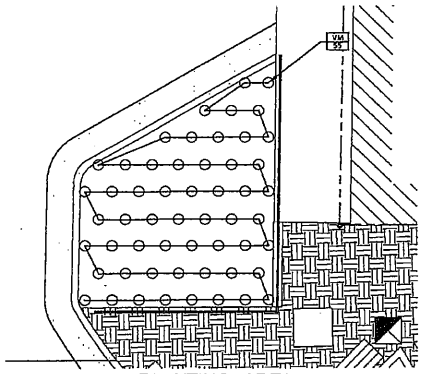

PLANTING AREA

LEGEND

XX = PLANT SYM. SEE PLANT SCHEDULE ON SHEET LS-05

XX = PLANT QUANTITY

No.	Revision/Issue	Date
2	ADDENDUM #2	

STATE OF MISSOURI
JERANY L. JACKSON
NUMBER
LA-000175
LANDSCAPE ARCHITECT

JERANY L. JACKSON
VICE LA-000175

GRE GREAT RIVER ENGINEERING
2225 S. BOYAN MILL SPRINGFIELD, MO 65804
PHONE: (417) 886-7711 FAX: (417) 886-7581
www.greatriverengineering.com

CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

LANDSCAPE PLANS
PLANTER ENLARGEMENT PLANS

DATE: SEPT. 26, 2016
JOB NUMBER: 3536
SHEET 70 OF 84

SHEET
LS-04

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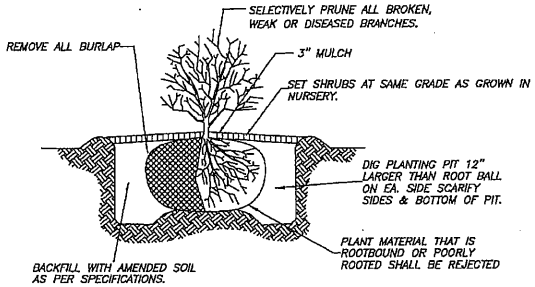
GENERAL PLANTING NOTES

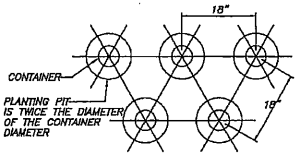
GENERAL:

1. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITY LINES AND OTHER ABOVE OR BELOW GROUND OBSTRUCTIONS SO THAT PROPER PRECAUTIONS SHALL BE TAKEN NOT TO DISTURB OR DAMAGE SUCH IMPROVEMENTS. REFER TO CIVIL AND MEP DRAWINGS FOR PROPOSED AND EXISTING UTILITY LOCATIONS.
2. STANDARDS SET FORTH IN "AMERICAN STANDARDS FOR NURSERY STOCK" REPRESENT GENERAL GUIDELINE SPECIFICATIONS ONLY AND WILL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLAN MATERIAL.
3. THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
4. ANY MATERIAL WHICH DIES, OR DEFOLIATES (PRIOR TO ACCEPTANCE OF THE WORK) WILL BE PROMPTLY REMOVED AND REPLACED.
5. THE CONTRACTOR IS RESPONSIBLE FOR SOIL SAMPLING AND TESTING TO DETERMINE EXACT FERTILIZER REQUIREMENTS AND SOIL AMENDMENTS.
6. PLANTS AND OTHER MATERIALS ARE QUANTIFIED AND SUMMARIZED FOR THE CONVENIENCE OF THE CITY AND LOCAL GOVERNING BODIES. CONFIRM AND INSTALL SUFFICIENT QUANTITIES TO COMPLETE THE WORK AS DRAWN.
7. BACKFILL SHRUB PITS WITH STRUCTURAL SOIL OR SPECIFIED PLANTING MIX.
8. ALL LAWN AREAS SHALL RECEIVE A MINIMUM OF 6" OF IMPORTED OR STOCKPILED FINELY GRADED TOPSOIL.
9. THE PLAN IS SUBJECT TO CHANGES BASED ON PLANT SIZE AND MATERIAL AVAILABILITY. ANY DEVIATION TO THE APPROVED FINAL LANDSCAPE PLAN SHALL REQUIRE THE WRITTEN APPROVAL OF THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
10. LANDSCAPE CONTRACTOR SHOULD PROVIDE UNIT COSTS AND POSSIBLE ALTERNATES FOR PLANT MATERIAL TO THE OWNER'S REPRESENTATIVE.
11. KILL AND REMOVE ALL EXISTING WEEDS FROM THE SITE AREA PRIOR TO PLANTING.
12. THE CONTRACTOR IS RESPONSIBLE FOR COMPLETELY MAINTAINING THE WORK (INCLUDING BUT NOT LIMITED TO; WATERING, MULCHING, SPRAYING, FERTILIZING, ETC.) OF ALL PLANTING AND TURF AREAS UNTIL TOTAL ACCEPTANCE OF THE WORK BY THE LANDSCAPE ARCHITECT AND OWNER.
13. LANDSCAPE CONTRACTOR IS TO BE RESPONSIBLE FOR WATERING ALL PLANT MATERIALS UNTIL THE TIME FOR PERMANENT IRRIGATION SYSTEM IS FULLY FUNCTIONAL AND ACCEPTANCE OF THE PROJECT.
14. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL RIGHT-OF-WAY MARKERS, BENCH MARKS, AND PROPERTY MARKERS. ALL PERMANENT SURVEY POINTS DISTURBED, DAMAGED OR MOVED AS A RESULT OF THE LANDSCAPE CONTRACTOR'S ACTIVITIES SHALL BE ACCURATELY REPLACED BY THE LANDSCAPE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
15. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. THE ESTIMATES ARE ONLY AN AID FOR CLARIFICATION OF UNITS AND A CHECK FOR THE CONTRACTOR TO COMPARE WITH HIS ESTIMATES. DIFFERENCES WILL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. NO EXTRA COMPENSATION SHALL BE ALLOWED FOR EXTRA QUANTITIES NECESSARY TO COMPLETE THE WORK.
16. IN THE EVENT OF ANY DISCREPANCIES AND/OR ERRORS IN THE DRAWINGS OR IF PROBLEMS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL BE REQUIRED TO NOTIFY THE OWNER'S REPRESENTATIVE BEFORE PROCEEDING WITH THE WORK.
17. ALL LANDSCAPE AREAS SHALL BE PERMANENTLY IRRIGATED WITH A BELOW GRADE AUTOMATIC IRRIGATION SYSTEM. IRRIGATION SHALL BE DESIGN-BUILD TO MEET ALL CITY REQUIREMENTS. SUBMIT SHOP DRAWINGS OF LAYOUT AND CUT SHEETS TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.
18. THE IRRIGATION CONTRACTOR SHALL COORDINATE THEIR WORK WITH THE GENERAL CONTRACTOR AND ALL OTHER SUBCONTRACTORS FOR THE LOCATION OF PIPE SLEEVES AND IRRIGATION EQUIPMENT.
19. THE LANDSCAPE AND IRRIGATION CONTRACTOR WILL COMPLETELY GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE. CONTRACTOR WILL MAKE ALL REPLACEMENTS PROMPTLY (AS PER DIRECTION OF OWNER).
20. REFER TO WRITTEN SPECIFICATION FOR ADDITIONAL INFORMATION.
21. CONTRACTOR SHALL STAKE OR MARK ALL PLANT MATERIAL LOCATIONS FOR APPROVAL BY OWNER REPRESENTATIVE PRIOR TO INSTALLATION.
22. OWNER REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS, PLANS, DETAILS OR MINIMUM QUALITY REQUIREMENTS.

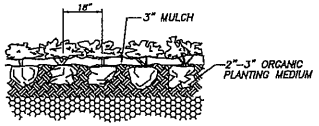
	Sym.	Botanical Name	Common Name	QTY	SIZE	Remarks
PERENN.	EP	Echinacea purpurea	Purple coneflower	50	1 GAL	
	TS	Tulipa/ferius species	Tulips	60	Bulb	Underplant w/ Vinca minor
	RH	Rudbeckia hirta Missourinsis	Black-eyed Susan	18	1 GAL	
	NJ	Narcissus jonquilla	Daffodil	150	Bulb	Underplant w/ Vinca minor
	HH	Hemerocallis Hybrids	Hybrid Day Lily	28	1 GAL	Burgundy in Color
G.C.	Sym.	Botanical Name	Common Name	QTY	SIZE	Remarks
	VM	Vinca minor	Vinca	284	1/2 GAL	
SHRUBS	Sym.	Botanical Name	Common Name	QTY	SIZE	Remarks
	LS	Liriope spicata	Lily Turf	216	1 GAL	
	CS	Cornus sericea 'Kelseyi'	Kelsey's Dwarf Red-Osier Dogwood	52	5 GAL	
	SH	Sporobolus heterolepis	Prairie Dropseed	105	1 GAL	



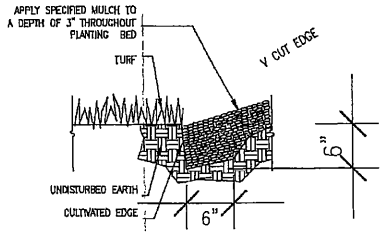
SHRUB PLANTING DETAIL
NOT TO SCALE



PLAN



PERENNIAL PLANTING DETAIL
NOT TO SCALE



SHOVEL-CUT EDGE
NOT TO SCALE

No.	Revisions/Issues	Date
1	ADDENDUM #2	

JERANY L. JACKSON NUMBER LA-000175

JERANY L. JACKSON MO# LA-000175

GRE GREAT RIVER ENGINEERING
2216 S. JEFFERSON, SPRINGFIELD, MO 65807
PHONE: (417) 886-7800 FAX: (417) 886-7801
WWW.GREATRIVER.COM

CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

LANSCAPE DETAILS

DATE: SEPT. 26, 2018
JOB NUMBER: 3838
SHEET 80 OF 84

SHEET
LS-05

G:\Projects\3838-Branson Streetscape Phase III\Drawings\3838_LANDSCAPING.dwg PLOT DATE: 10/1/2018 1:58:07 PM LAST SAVE: 10/2/2018 2:10:00 PM

GRE
GREAT RIVER ENGINEERING

ADDENDUM No. 03

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

DATE: October 25, 2016

RE: **Historic Downtown Branson Phase 3 Streetscape Improvements**
GRE Project No. 3636

The attached revisions hereby supersede any and 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 set of plans and specifications for the work.

GENERAL COMMENTS AND CLARIFICATIONS

The Pre-bid Conference for this project was held on October 12, 2016. The Pre-bid Conference agenda and attachments are attached to this Addendum. The notes from the Pre-bid agenda and the anticipated schedule for issuing a Notice to Proceed on the project have been incorporated into the attachment with discussion items, changes and notes in red bold type. (See Attached)

There were a few questions about the Concast boxes called out as utility vaults. We have several being used for different purposes that may be called slightly different names depending on what's going in them. A number of clarifying descriptions have been added to the Bid Form as well as a few corrections made.

The meter and CT information will be available from Empire Electric. The contact information is located on the Cover Sheet and on Sheet SE-01.

CHANGES TO THE CONTRACT DOCUMENTS

- **ITEMIZED BID FORM:** Attached Itemized Bid Form dated October 25, 2016 shall be used in place of original Itemized Bid Form issued with contract documents.

  The Bid Form adds a description to clarify bid item 10.04 to read "Utility Pull Box (4'X2') for future traffic lights".

The Bid Form removed bid item 10.07 "Utility Handhole (Junction Box)" as this item was accounted for in bid item 12.02.

The Bid Form adds a description to clarify bid item 12.01 to read "24 x 24 Utility Boxes (other)".

The Bid Form changes the total of bid item 12.02 "24 X 24 Utility Hand Holes at lights" from 36 to 26.

The Bid Form changes bid items in 19.0 Striping to be 3M Stamark™ Pavement Marking Tape in various sizes and colors. (See Bid Form)

- **JOB SPECIAL PROVISIONS:**
  No Changes

CHANGES TO THE CONSTRUCTION PLANS

- No Changes

All bidders are requested to sign the Acnowledgment below and include with bids to confirm receipt of Addendum No. 3.

Signature
Acknowledged by Bidder

END OF ADDENDUM No. 03

417.886.7171 2826 South Ingram Mill Springfield, MO 65804
816.436.4440 1100 Main St. Suite 2890 Kansas City, MO 64105
www.greatriv.com

PRE-BID CONFERENCE AGENDA

Project: HISTORIC DOWNTOWN BRANSON PHASE 3 STREETSCAPE IMPROVEMENTS
GRE PROJECT #3636

Date and Location: Wednesday October 12, 2016 at the Pacific Street Water Tower Conference Room located at 616 Pacific Street in Branson, MO

Time: 2:00 PM

Agenda:

- **Introductions:** Jerany Jackson, Spencer Jones, David Lundstrom with Great River Engineering (GRE) David Miller, Wayne Glenn, Cheryl Harrison with the City of Branson
- **Point of Contact:** Key person(s) to contact for questions or interpretations on the plans -- Jerany Jackson, 417-886-7171
- **Project Description:** The construction includes total reconstruction of Commercial Street from Pacific Street to Atlantic Street. The streetscape improvements include, but are not limited to the following items of work: removals, excavation, roadway and sidewalk reconstruction, roadway lighting, water main, storm sewer, landscaping, irrigation, signing, temporary erosion control, temporary traffic control, construction of an overhead parking sign and other miscellaneous work included in the contract documents.
- **Bid Opening:** October 27, 2016 at 10:00 am at Branson City Hall, Commercial & Maddux, Branson, Missouri, 65616
- **Contract Documents:** Plans and Contract Document Book including Addenda 1, 2 **and 3** and all applicable and executable documents including but not limited to the Bid Form.
- ~~**Davis Bacon**~~ **Missouri Wage Rate #23:** This project is a public improvement project and requires that prevailing wage be paid.
- **Requests for Substitution:** Submit to the Design Professional; unequal product will not be accepted. After award, no substitutions will be permitted without written approval in the form of a change order.
- **Use of Premises:** Contractor shall notify the City and Property Owners when crew will be on site. The site shall be maintained in a neat, clean and organized manner. Premises shall be cleaned on a daily basis. Workers shall be courteous and polite at all times. Obscene language, gestures, etc. will not be tolerated.

  There is some necessity for adjoiniug properties to remain in working order during construction. Please review requirements such as construction entrances, construction parking, restroom placement, interruption of utility services, noise levels, etc.
- **Staging for construction:** Contractor is responsible for identifying a staging area.
- **Utilities:** Contractor is responsible for temporary utility requirements including restroom facilities.
- **Grades, Lines, Levels and Survey:** Verify all grades, lines, levels, and dimensions as shown on the

Drawings, and report any errors or inconsistencies discovered in the above to the Owner's Representative before commencing work. Provide and maintain established benchmarks in not less than two widely separated places.

Contractor shall be required to have all lot corner markers disturbed by his operations reset by a registered land surveyor and will file with the City a certificate from the surveyor stating that said markers have been reset.

Contractor shall remove and dispose of all debris, rubbish and other materials resulting from current construction operations. Disposal shall be in accordance with all local, state and/or federal regulations governing such operations.

- **Cost-Plus Time Bidding:** Discussion of A + B method. (See handout for details)

- **Changes to the Documents:** Changes to the Documents can only be made through a change order or a supplementary instruction from the Design Professional. The Owner will verify whether a change is to be made or not. The Owner will not pay for unauthorized changes in the field.

- **Applications for Payment:** Submit on AIA Form or an equivalent to Owner's Representative. Applications shall be certified. Payroll and lien waivers are to be submitted with Pay Applications. Discussion of when applications for pay shall be submitted.

- **General Discussion - Question and Answer Session:**

A request was made by the meeting attendees for the City (Wayne Glenn) to coordinate the availability of viewing the water line improvements identified within the private property.

Question : On Page 91 of the Job Speeial Provisions, "LIQUIDATED DAMAGES SPECIFIED FOR CLOSURE OF MAIN AND COMMERCIAL INTERSECTION (STAGE 1)" Section 1.0 Construction and Closure of Main and Commercial Intersection (Stage 1). – What is meant by the term "per entrance" ?
Answer: Entrance as defined in the Phase 1 closure shall be referenced as "the Main and Commercial Intersection".

Clarification: Water valve lids will be provided by the City of Branson.

The City of Branson asked that the Striping on the project be changed to be a 3-M material. This change has been made in the Bid Form.

There were questions about the Notice to Proceed date for the project. The following schedule has been established as the City of Branson approval process schedule for the project:
October 27: Bid Opening
November 22: First reading of bid award at City Council meeting
December 13: Final reading of bid award at City Council meeting
December 14: Notice of award sent to contractor
January 2, 2017: Work starts

Historic Downtown Phase 3 Streetscape
City of Branson

Cost-Plus-Time Bidding

Information presented below is taken from "Briefing On FHWA Innovative Contracting Practices, SEP-14"

Cost-plus-time bidding, more commonly referred to as the A+B method, involves time, with an associated cost, in the low bid determination. Under the A+B method, each bid submitted consists of two components:

- The "A" component is the traditional bid for the contract items and is the dollar amount for all work to be performed under the contract.
- The "B" component is a "bid" of the total number of calendar days required to complete the project, as estimated by the bidder (Calendar days are used to avoid any potential for controversy which may arise if work days were used).

The bid for award consideration is based on a combination of the bid for the contract items and the associated cost of the time, according to the formula:

(A) + (B x Road User Cost / Day)

This formula is only used to determine the lowest bid for award and is not used to determine payment to the contractor.

A disincentive provision, that assesses road user costs, is incorporated into the contract to discourage the contractor from overrunning the time "bid" for the project. In addition, an incentive provision should be included to reward the contractor if the work is completed earlier than the time bid.

For critical projects that have high road user delay impacts, the A+B METHOD can be an effective technique to significantly reduce these impacts.

A significant number of States have chosen to use and evaluate this innovative method of contracting. Under SEP-14, 27 States and D.C. [AR, CA, CO, DE, GA, IA IN, ID, KY, MD, ME, MI, MN, MO, MS, NC, ND, NE, NV, NY, OK, PA, SC, TX, UT, VA, and WI] have used the A+B METHOD. After a five-year evaluation period, A+B bidding was declared operational on May 4, 1995 and is no longer considered to be experimental.

States that have used A+B have generally reported good results. Contract times have been reduced, costs have been acceptable and quality has been maintained. California used the A+B Method extensively during reconstruction efforts following the Northridge earthquake in 1994.

Liquidated Damages

Establishing Liquidated Damages (Road User Costs and Construction Administrative Cost) for the project. We reference the "Engineering Policy Guidelines" from the Missouri Department of Transportation.

Tables of Liquidated Damages. Liquidated Damages will be specified as two separate values in the contract: Road User Costs and Construction Administrative Costs.

Road User Costs *

AADT	Damages per Day
Under 3,500	$1,800
3,500 to 10,000	$2,300
10,001 to 20,000	$3,200
20,001 to 30,000	$5,400
30,001 to 50,000	$7,600
50,001 to 60,000	$9,900
Over 60,000	$11,400

* These costs are based upon Road User Costs for a 2-mile slowdown in traffic flow and work zone crash costs from previous history.

Construction Administrative Costs

Contract Amount		Damages per Day
From	Up To and Including	
$0	$500,000	$250
$500,001	$2,500,000	$500
$2,500,001	$5,000,000	$1,000
$5,000,001	$10,000,000	$1,500
$10,000,001	$20,000,000	$2,000
$20,000,001	over	$2,500

Note: The sum of Road User Costs plus Construction Administrative Costs shall not exceed 5% of the total contract amount.

BID FORM
BRANSON DOWNTOWN STREETSCAPE - PHASE 3

10/25/2016

Item	Description	Quantity	Units	Unit Price	Total Item Cost
1.0	GENERAL				
1.01	Mobilization, Bonds, Insurance	1	LS	50,000.	50,000.
1.02	Removal of Improvements	1	LS	115,000.	115,000.
1.03	Undergrading	250	CY	37.00	9,250.
1.04	Contractor Furnished QA/QC Material Testing	1	LS	25,000	25,000
1.05	Contractor Furnished Surveying and Staking	1	LS	30,000	30,000
				SUBTOTAL of 1.0	229,250.
2.0	TEMPORARY TRAFFIC CONTROL				
2.01	Temporary Traffic Control Signage and Maintenance	1	LS	30,000.	30,000.
2.02	Temporary Light Weight Steel Barrier	40	LF	33.00	1,320
				SUBTOTAL of 2.0	31,320.
3.0	EROSION CONTROL				
3.01	Temporary Erosion and Sediment Control - Silt Sock	1	LS	3,000.	3,000.
3.02	Cleanup, Seeding & Fertilizing	0.5	AC	7,070	3,535
				SUBTOTAL of 3.0	6,535.
4.0	STORM WATER				
4.01	15" HDPP Storm Pipe	507	LF	48.00	24,336
4.02	18" HDPP Storm Pipe	69	LF	58.00	4,002.
4.03	24" HDPP Storm Pipe	292	LF	66.00	19,272
4.04	30" HDPP Storm Pipe	623	LF	79.00	49,217.
4.05	3' x 3' I.D. Junction Box	7	EA	2,799.	19,593.
4.06	Combination Inlet 3' X 3' I.D. Box w/Frame, Grate & Curb Box	15	EA	2,971.	44,565.
4.07	4' x 4' I.D. Junction Box	7	EA	2,948.	20,636.
4.08	Double Combination Inlet 3' x 6' I.D. Box w/ Frame, Grate & Curb Box	1	EA	4,366.	4,366.
4.09	4' X 4' I.D. Grated Inlet	1	EA	4,427.	4,427.
4.10	30" x 30" x 18" HDPP Tee	1	EA	1,019.	1,019.
4.11	Area Inlet 3' x 3' I.D. Box	1	EA	4,263.	4,263.
4.12	Triple Combination Inlet 3' x 9' I.D. Box w/ Frame, Grate & Curb Box	1	EA	5,519.	5,519.
				SUBTOTAL of 4.0	201,215

BID FORM
BRANSON DOWNTOWN STREETSCAPE - PHASE 3

10/25/2016

Item	Description	Quantity	Units	Unit Price	Total Item Cost
5.0	**WATER**				
5.01	8" Water Line	1025	LF	144.	147,600.
5.02	6" Water Line	21	EA	325.	6,825.
5.03	8" Gate Valve	25	EA	1,293.	32,325.
5.04	6" Gate Valve	4	EA	913.	3,652.
5.05	Fire Hydrant Assembly	3	EA	4,225.	12,675.
5.06	Water Service Connection (including furnish and install new Meter Vault & install existing/city provided meter)	11	EA	3,687.	40,557.
5.07	Connect to Existing City Water Main	9	EA	4,138.	37,242.
5.08	Interior Water Service from Meter to Point of Interior Building Connection (including required back-flow prevention devices)	4	EA	5,593	22,372.
5.09	Temporary connections, valves, dead-end assemblies as required to maintain water service to existing main during construction	1	LS	6,260.	6,260.
5.10	CTS Water Service - Festival Connection	24	EA	2,295.	55,080.
				SUBTOTAL of 5.0	364,588.
6.0	**STREET PAVEMENT**				
6.01	Conc. Pavement (Including Base Aggregate)	5100	SY	42.00	$214,200
6.02	Conc. Driveway/Alley approach (Including Base Aggregate)	244	SY	55.00	13,420.
6.03	Integral Concrete Curbs in Alley	478	LF	8.00	3,824.
				SUBTOTAL of 6.0	231,444.
7.0	**SIDEWALKS**				
7.01	Concrete Sidewalk (Including Base Aggregate)	605	SY	43.00	26,015.
7.02	30 " Concrete Curb and Gutter (Including Base Aggregate)	1645	LF	24.00	39,480.
7.03	Flat Curb and Gutter (Including Base Aggregate)	190	LF	21.00	3,990.
7.04	Thickened Edge Concrete Sidewalk	113	SY	64.00	7,232.
7.05	Handrail	34	LF	186.	6,324.
7.06	ADA Concrete Sidewalk Ramp (Including Base Aggregate)	15	SY	51.00	765.
7.07	Concrete Curb at ADA Ramps (Including Base Aggregate)	48	LF	28.00	1,344.
7.08	Truncated Domes	306	SF	43.00	13,158.
				SUBTOTAL of 7.0	98,308.

BID FORM
BRANSON DOWNTOWN STREETSCAPE - PHASE 3

10/25/2016

Item	Description	Quantity	Units	Unit Price	Total Item Cost
8.0	**PAVERS (Endicott Clay Products Co., Endicott, NE)**				
8.01	A-1 Clay Brick Pavers - Mainfield, Basket Weave Patter 4" x 8" 2 1/4" thk (30/30/30/10 color blend) (2-1/2" thick paver, 1" Sand Setting Bed, polymeric sand in joints, 4" concrete base (MoDOT Class B w/ air), and 4" Type 5 aggregate)	7595	SF	28.00	212,660.
8.02	A-2 Clay Brick Pavers - Crosswalk Herringbone Pattern 4" x 8" x 2 5/8" thk (70/30 color blend) (2-5/8" thick paver, 1" Sand Setting Bed, polymeric sand in joints, 4" concrete base (MoDOT Class B w/ air), and 6" Type 5 aggregate)	5281	SF	25.00	132,025.
8.03	A-3 Clay Brick Pavers - Running Bond Panels Stack Bond Pattern 4" x 8" x 2 1/4" thk (100% medium ironspot #45) (2-1/2" thick paver, 1" Sand Setting Bed, polymeric sand in joints, 4" concrete base (MoDOT Class B w/ air), and 4" Type 5 aggregate)	276	SF	37.00	10,212.
8.04	A-4 Clay Brick Pavers - Soldier Course Pattern, 4" x 8" 2 5/8" thk (100% Manganese) (2-5/8" thick paver, 1" Sand Setting Bed, polymeric sand in joints, 4" concrete base (MoDOT Class B w/ air), and 6" Type 5 aggregate)	220	SF	26.00	5,720.
				SUBTOTAL of 8.0	360,617.
9.0	**UTILITY ADJUSTMENT**				
9.01	Adjust Existing Manhole Top	3	EA	432.	1,296.
9.02	Adjust Clean-out Top	4	EA	138.	552.
				SUBTOTAL of 9.0	1,848.
10.0	**STREET LIGHTING**				
10.01	24" Dia. Foundation for Pedestrian Light Pole	22	EA	859.	18,898.
10.02	36" Dia. Foundation for Street Light	4	EA	962.	3,848.
10.03	Box Street Light	4	EA	4,598	18,392.
10.04	Utility Pull Box (4'X2')	4	EA	1,344.	5,376.
10.05	24" Dia. Foundation (for future Ped. Push Button)	4	EA	859.	3,436.
10.06	Junction Box with cover (future for traffic control panel)	1	EA	953	953
~~10.07~~	~~Utility Handhole (Junction Box)~~	~~22~~	~~EA~~	Deleted in addendum #3	
				SUBTOTAL of 10.0	50,903.
11.0	**LIGHT FIXTURES**				
11.01	Install Owner Provided Light Pole Assembly	1	LS	26,658.	26,658.
				SUBTOTAL of 11.0	26,658.

BID FORM
BRANSON DOWNTOWN STREETSCAPE - PHASE 3

10/25/2016

Item	Description	Quantity	Units	Unit Price	Total Item Cost
12.0	**UTILITY BOXES/HAND HOLES/FESTIVAL/UTILITY VAULTS**				
12.01	24 x 24 Utility Boxes	14	EA	953.	13,342.
12.02	24 X 24 Utility Hand Holes at lights	~~26~~	EA	953.	24,778.
12.03	24 X 24 Festival/Uitlity Vaults w/ divider	24	EA	1,210.	29,040.
12.04	Spare Meter Lids	24	EA	168.	4,032
				SUBTOTAL of 12.0	71,192.
13.0	**CONDUITS/WIRE**				
13.01	2" PVC Conduit	7390	LF	8.00	59,120.
13.02	3" PVC Conduit	413	LF	9.00	3,717.
13.03	4" PVC Conduit	10371	LF	8.00	82,968
13.04	1.5" GRS Conduit	5	LF	7.00	35.00
13.05	2" GRS Conduit	75	LF	13.00	975.
13.06	4" GRS Conduit	50	LF	14.00	700.
13.07	#12 THHN copper wire	25	LF	1.00	25.00
13.08	#10 THHN copper wire	16352	LF	1.00	16,352.
13.09	#8 THHN copper wire	42611	LF	2.00	85,222.
13.10	#6 THHN copper wire	2660	LF	2.00	5,320.
13.11	#3 THHN copper wire	12670	LF	2.00	25,340.
13.12	#1 THHN copper wire	25	LF	3.00	75.00
13.13	#3/0 THHN copper wire	580	LF	4.00	2,320.
13.14	350 MCM copper wire	230	LF	6.00	1,380.
				SUBTOTAL of 13.0	283,549.

BID FORM
BRANSON DOWNTOWN STREETSCAPE - PHASE 3

10/25/2016

Item	Description	Quantity	Units	Unit Price	Total Item Cost
14.0	ELECTRICAL EQUIPMENT				
14.01	600A NF Panel, 15k, 84-pole, NEMA 3R Enclosure; 600A Disconnect, Fused, NEMA 3R Enclosure; CT Cabinet; Meter Base; Contractor cabinet (NEMA 3R); Unistrut Frame (apprx. 6'Hx14'L)	1	LS	17,210	17,210.
14.02	Weatherproof rough- in box	48	EA	128.0	6,144.
14.03	Weatherproof in-use cover	48	EA	133.	6,384.
14.04	20A, 120V GFCI duplex receptacle	24	EA	140.	3,360.
14.05	50A, 220V twistlock receptacle	24	EA	215.	5,160.
14.06	Wireless Lighting Control	1	LS	27,870.	27,870.
				SUBTOTAL of 14.0	66,128.
15.0	IRRIGATION				
15.01	PVC Manual Globe Valve (in Emitter box)	19	EA	50.00	950.
15.02	RainBird XFS Dripline - Subsurface	706	LF	2.00	1,412.
15.03	24" Irrigation Utility Pull Box	20	EA	1,039.	20,780.
15.04	2" Sch 40 PVC install within 6" Sleeve	939	LF	17.00	15,963.
15.05	1" PE install within 3" Sleeve	1100	LF	8.00	8,800.
15.06	Irrigation Control Wire Rainbird 12/2 max cable install within 2" Sch 40 PVC Sleeve	939	LF	7.00	6,573.
15.07	1" Ball Valve NBCO #180	4	EA	157.	628.
15.08	Rainbird XCF-100-ppf Control Zone Drip Valve w/ filtration	4	EA	502.	2,008.
15.09	Phase 3 system connects to 2" irrigations main and control wire Point of Connection (P.O.C.)	2	EA	377.	754.
15.10	Quick Coupler	12	EA	239.	2,868.
				SUBTOTAL of 15.0	60,736.

BID FORM
BRANSON DOWNTOWN STREETSCAPE - PHASE 3

10/25/2016

Item	Description	Quantity	Units	Unit Price	Total Item Cost
16.0	SIGNS				
16.01	Install Owner Provided Street Name Sign Assemblies	1	LS	1,185.	1,185
16.02	Stop Sign (Including Aluminum Square Tube Post)	8	EA	612.	4,896.
16.03	Bus Parking (Including Aluminum Square Tube Post)	1	EA	556.	556.
16.04	No U Turn (Including Aluminum Square Tube Post)	3	EA	556.	1,668.
16.05	Handicap Parking Signage (Including Aluminum Square Tube Post)	4	EA	481.	1,924.
16.06	Reserved Parking (Including Aluminum Square Tube Post)	1	EA	481.	481.
16.07	2 Hr. Parking (Including Aluminum Square Tube Post)	7	EA	481.	3,367.
16.08	One Way - Do Not Enter (Including Aluminum Square Tube Post)	1	EA	481.	481
				SUBTOTAL of 16.0	14,558.
17.0	FURNITURE				
17.01	Install Owner Provided Street Furnishings	1	LS	8,335.	8,335
17.02	Bicycle Racks	4	EA	1,300	5,200.
				SUBTOTAL of 17.0	13,535.
18.0	LANDSCAPING				
18.01	6" X 8" Limestone Planter Curb	760	LF	190.	144,400.
18.02	Limestone Bollards	11	EA	2,334.	25,674.
18.03	Echinacea purpurea "Purle Coneflower" 1 Gal	50	EA	19.00	950.
18.04	Tulilpferius species "Tulips" Bulb	60	EA	2.00	120.
18.05	Rudbeckia hirta Missouriensis "Black Eyed Susan" 1 Gal	18	EA	19.00	342.
18.06	Narcissus jonquillae "Daffodil" Bulb	159	EA	2.00	318.
18.07	Hemerocallis Hybrids "Hybrid Day Lily" 1 Gal	28	EA	19.00	532.
18.08	Vinca Minor "Vinca" 1/2 Gal	288	EA	13.00	3,744.
18.09	Liriope spicata "Lily Turf" 1 Gal	216	GAL	18.00	3,888.
18.10	Cornus sericea 'Kelseyi' "Kelsy's Dwarf Red-Osier Dogwood" 5 Gal	52	EA	75.00	3,900.
18.11	Sporobolus heterolepsis "Prarie Dropseed" 1 Gal	105	EA	18.00	1,890.
18.12	Wood Mulch	140	SY	88.00	12,320.
18.13	Planting Mix Backfill	47	CY	94.00	4,418.
				SUBTOTAL of 18.0	202,496

BID FORM
BRANSON DOWNTOWN STREETSCAPE - PHASE 3

10/25/2016

Item	Description	Quantity	Units	Unit Price	Total Item Cost
19.0	STRIPING				
19.01	3M Stamark™ Pavement Marking Tape - 4 in. White on 6 in. Black	1084	LF	13.00	14,092.
19.02	3M Stamark™ Pavement Marking Tape - 4 in. Yellow Centerline	542	LF	5.00	2,710.
19.03	3M Stamark™ Pavement Marking Tape, 4" White on 6" Black - Handicap Parking Symbol	4	EA	533.	2,132
				SUBTOTAL of 19.0	18,934
20.0	Overhead Parking Sign				
20.01	Overhead Parking Sign	1	LS	30,000.	30,000.
				SUBTOTAL of 20.0	30,000.
				TOTAL CONSTRUCTION COST BASE BID (Items 1.0 - 20.0)	2,363,814
	Time for Road Closure			43 days	
	Average Daily Road-User Cost at $2,300 per day multiplied by days bid			$ 98,900	
	Construction Administrative Cost at $1,000 per day multiplied by days bid			$ 43,000	
				TOTAL CONSTRUCTION COST AND CLOSURE TIME COST	$ 2,505,714

Items listed for bid are used for comparison of bids and payment to contractor. All necessary items needed for complete project are not listed. Any items required for completion of project and not specifically listed herein shall be considered incidental to the project and shall be incorporated into the total bid price.

AIA Document A310

Bid Bond

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

KNOW ALL MEN BY THESE PRESENTS, that we HUNTER CHASE & ASSOCIATES INC, 1200 E Woodhurst Dr, Ste J-200, Springfield, MO 65804

as Principal, hereinafter called the Principal, and Hartford Fire Insurance Company, One Hartford Plaza, Hartford, CT 06155

a corporation duly organized under the laws of the State of Connecticut as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Branson, 110 W Maddox, Branson, MO 65616

as Obligee, hereinafter called the Obligee, in the sum of $, 5% of the attached bid.
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Branson Downtown Streetscape - Phase 3

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Prineipal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25th day of October, 2016.

Hunter Chase & Associates, Inc.

(Principal) (Seal)

Mary Beth Hartman President
(Name, Title)

Hartford Fire Insurance Company

(Surety) (Seal)

Gerry Springer
Gerry Springer, Attorney-in-Fact

AIA DOCUMENT A310 - BID BOND - AIA - FEBRUARY 1970 EDITION - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON D.C. 20006-5292. Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: 888-266-3488 *or fax:* 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT: Agency Code: 37-330124

- [X] Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- [ ] Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- [ ] Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- [ ] Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- [ ] Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- [ ] Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- [ ] Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- [ ] Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited

Gerry Springer, Juliette Kelley, Mark Roberts of SPRINGFIELD, Missouri

their true and lawful Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In **Witness Whereof,** and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2008, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 25, 2016

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder. Hunter Chase + Associates, Inc.
2. Permanent main office address. 1200 E. Woodhurst Drive, I-200, Spfld, MO 65804
3. When organized. 1996
4. If a corporation, where incorporated. Missouri
5. How many years have been engaged in the contracting business under your present firm or trade name? Since 1996
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). See Work in Process Schedule - attached.
7. General character of work performed by your company. Concrete construction, stormwater streetscapes, low water bridges
8. Have you ever failed to complete any work awarded to you? No
9. Have you ever defaulted on a Contract? No

   If so, where and why? N/A
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? No

    If so, where and why? N/A
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
12. List your major equipment available for this Contract. Excavators, Backhoes, mini excav. Dozers, all necessary
13. Experience in construction work similar in importance to this project. See attached list of multiple streetscapes in Spfld, Ozark, Joplin / Completed Projects.
14. Background and experience of the principal members of your organization, including the officers.
15. Credit available: $ Any amount necessary - We are largely self financed
16. Give Bank Reference: Mark Harrington, Old Missouri Bank
17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes
18. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recital comprising this statement of Bidder's Qualifications.

19. The Bidder shall provide a brief description of any litigation or administrative proceeding of the following types, either pending or concluded within the proceeding year, to which the Bidder (and the ultimate controlling person, if different from the Bidder) or any of its directors or executive officers was a party or of which the property of any such person is or was the subject; the names of the parties and the court or agency in which such litigation or proceeding is or was pending shall be given:

(a) Administrative or judicial proceedings of any state federal agency or authority concerning environmental violations; None

(b) Proceedings which may have a material effect upon the solvency of the ultimate holding company, including but not necessarily limited to, bankruptcy and receivership; and None

(c) Criminal proceedings. None

Dated at Springfield MO this 25 day of October, 2016.

Hunter Chase & Associates, Inc.
(Name of Bidder)

By Mary Beth Hartman

Title President

STATE OF Missouri)
) SS.
COUNTY OF Greene)

Mary Beth Hartman being duly sworn deposes and says that he is

President of Hunter Chase & Associates, Inc.
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME this 25 day of October, 2016.

(Notary Public)

My Commission Expires:

Oct 24, 2018

DANIEL R. ZIMMERMAN
MY COMMISSION EXPIRES
October 24, 2018
NOTARY SEAL
#14006611
GREENE COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

Hunter Chase -Backlog/Work in Progress as of 10/26/2016

Project	Value	Percent Complete	Value Complete	Work Remaining
825 VA Hospital	$ 342,301.00	0%	$ -	$ 342,301.00
824 Chestnut Ph 2 (Lehman Const)	$ 506,615.00	0%	$ -	$ 506,615.00
823 MSU SunVilla (Rio)	$ 24,481.00	0%	$ -	$ 24,481.00
822 Anchor Hill/Spring Hill Road	$ 176,927.90	0%	$ -	$ 176,927.90
821 Smyrna,Parchcorn & Cottonwood	$ 61,903.00	0%	$ -	$ 61,903.00
820 College and Broadway	$ 1,145,608.00	0%	$ -	$ 1,145,608.00
819 Branson West Walks and Lighting	$ 243,358.00	85%	$ 206,854.30	$ 36,503.70
818 Bryant and Market	$ 247,950.00	15%	$ 37,192.50	$ 210,757.50
817 Willard Sidewalk	$ 44,588.00	100%	$ 44,588.00	$ -
816 Arvest Bank	$ 208,909.00	25%	$ 52,227.25	$ 156,681.75
815 Commercial Streetscape Ph 5	$ 992,509.00	75%	$ 744,381.75	$ 248,127.25
814 Jefferson Streetscape Ph 1	$ 533,334.00	75%	$ 400,000.50	$ 133,333.50
813 Carthage Sidewalk	$ 240,019.00	100%	$ 240,019.00	$ -
812 Chestnut PH 1 (D&E)	$ 187,693.00	100%	$ 187,693.00	$ -
809 Nixa Intersection	$ 110,904.90	0%	$ -	$ 110,904.90
802 Rogersville Bridge	$ 98,936.90	100%	$ 98,936.90	$ -
776 Rogersville Project Freeway	$ 716,146.00	100%	$ 716,146.00	$ -
	$ -			$ 3,154,144.50

Completed Jobs

Job	Description	Contract Value
100	CHERRY & BARNES	$ -
501	Peachtree Village Concrete	$ 4,500.00
502	Smith & Grant Street	$ 24,272.40
503	Booneville & Olive	$ 1,008.00
504	Rte 65 Greene Co / APAC	$ 315,535.88
505	Hammon & Cherry	$ 7,478.88
506	Stone Co. J8P0452	$ 270,708.94
507	Bass Pro Museum	$ 2,801.75
509	Holland Street	$ 64,338.90
510	Sherman Avenue	$ 47,164.00
511	Polk Co J8P0592	$ 727,597.71
512	Annual Sidewalks -City of Spfd	$ 208,205.35
513	Nichols Street	$ 4,320.00
514	Fort and Grand St. -Hartman	$ 139,042.80
515	Second Baptist Church	$ 8,346.08
516	Jordan Creek Greenway	$ 22,151.75
517	Greene County Job	$ 62,077.02
518	#2 - Sidewalks #1PW5035	$ 200,367.55
520	4th Sidewalk #2PW5091	$ 137,126.42
521	3rd Sidewalk #2PW5094	$ 141,664.73
522	Polk County #J8S0550	$ 36,081.38
523	St. Johns Street Improvement	$ 71,070.35
524	GRANT & NORTON	$ 39,100.56
525	C.U. - BUS TURNOUT	$ 82,279.00
526	Dallas Co. - Hartman	$ 9,092.20
527	TRADE CENTER DEMOLITION	$ 25,550.00
528	Republic Parks - #200213	$ 45,051.00
530	Rt 13 Polk Co #32928	$ 516,496.98
531	Bennett & Fort / TT & T	$ 27,203.00
532	5th Sidewalk - #2PW5193 / 02B	$ 280,684.83
533	6th Sidewalk-#02C/2PW5205	$ 285,755.22
534	C.U. 2nd Bus Turnouts #405-C	$ 59,868.26
535	Greene Co Bridge #16700371	$ 22,125.00
536	COMMERCIAL STREET	$ 54,348.66
537	GREENE CO BRIDGES	$ 15,848.00
538	Central Street Bridge-Hartman	$ 28,683.47
539	1-44/GLENSTONE - #J8P0721	$ 72,139.00
540	FRIENDLY FORD	$ -
541	Target Store	$ -
542	SMSU #030521-187	$ 10,890.00
543	Rte LP44 Greene #J8S0699	$ 105,696.95
544	REPUBLIC - LYNN STREET	$ 98,456.11
545	BOONVILLE STREETSCAPE - HARTMA	$ 76,302.60

546	Glenstone/Kearney #J8S0698	$ 190,354.27
547	OZARK DOWNTOWN REVITALIZATION	$ 212,066.61
548	Webster #J8P0706	$ 4,186.50
549	WEBSTER #J8P0703	$ 17,036.02
550	MODOT #J8M0060	$ 80,870.75
551	Jordan Creek Greenways #2	$ 678,468.92
552	#7 Sidewalks - #4PW5408/04A	$ 258,604.76
553	Greene #J8P0677 - Republic	$ 1,006,548.58
554	SMSU - Hartman	$ 54,984.00
555	Kansas/Kearney #J8P0697 HC	$ 156,035.23
556	Sidewalks - #4PW5410/04-C	$ 205,806.23
557	MARTIN INVESTMENTS	$ 31,676.67
558	Rt 744(Kearney) #J8S0744B	$ -
559	E. TRAFFICWAY STREETSCAPE 2	$ 421,133.80
560	SMSU Intermodal Parking Garage	$ 692,467.40
562	TRAFFICWAY #3 - Hartman	$ 208,942.00
563	Sidewalks #5PW5598/05A	$ 141,607.64
564	ST. JOHNS	$ 170,736.20
565	OZARK SCHOOL	$ 31,313.10
566	PEACHTREE VILLAGE	$ 1,250.00
567	Woodhurst Offices	$ 2,834.27
568	Sealing/Striping St. Johns	$ 15,510.00
569	OTC Curb & Gutter	$ 9,964.00
570	Division & Glentstone	$ 180,003.83
571	SIDEWALKS - 5PW5622	$ 323,703.11
572	Bus Turnouts- #446-C	$ 103,202.75
573	East 550th Street Bridge - HC	$ 30,870.75
574	Primrose & Fremont #5PW5623	$ 130,695.15
575	Rt 160 & FF #J8P0771	$ 29,883.10
576	Farm Road 144- Bridge Greene	$ 22,776.25
577	CU- Bus Turnouts #445-C	$ 312,284.95
578	Maintance Sidewalks #05D	$ 335,462.98
579	NORTH VALLEY ESTATES	$ 663,430.25
580	PATTON AVENUE #5PW5673	$ 191,625.30
581	HEER'S TOWER - PROST BUILDERS	$ 5,280.00
582	SIDEWALKS #5PW5644	$ 200,869.85
583	FR RD 215 -Greene Co Bridge-HC	$ 20,200.41
584	STONE CO #J8P0770 - HC	$ 37,841.86
585	LOWES- REPBULIC	$ 80,896.00
586	OZARK DWNTOWN PHASE 2	$ 432,961.40
587	Spfd Striping & Sealing	$ 38,168.83
588	Newman - Retaining Wall	$ 18,933.75
589	Apartments- Bryan Properties	$ 17,275.90
590	West Bypass - #J8U0535	$ 381,358.20

591	Lombard Drainage -#2PW5212	$	916,110.35
592	Commercial Streetscape #	$	842,989.45
593	OZARK STORM DRAINAGE	$	30,960.00
594	BRANSON WEST-JOURNAGAN	$	25,780.96
595	BILL DAVIS JOB	$	6,679.50
596	CHERRY & ELM #5PW5684	$	962,083.84
597	DIVISION/PACKER RD #5PW5698	$	301,587.17
598	BUS TURNOUTS #465-C	$	162,409.87
599	SIDEWALKS #6PW5744 06A	$	245,797.80
600	ROUTE T - #J8S0725	$	30,006.93
601	BATTLEFIELD MALL-SPFD STRIPING	$	32,143.20
602	FORT & BROADMOOR DRAINAGE	$	258,919.07
603	MSU- JQH ARENA	$	44,629.33
604	SS LIGHTING #6PW5852 06B	$	192,003.57
605	JAMES RIVER ASSEMBLY	$	36,134.59
606	MOVING TANKS - HARTMAN	$	1,080.00
607	STRIPING & SEALING	$	14,818.80
608	OZARK JOB - Greenways	$	207,769.15
609	HAMMONS OFFICE - PLAZA REALTY	$	8,982.20
610	WALNUT LAWN IMPROVEMENTS	$	34,912.00
611	ERIE & CAMPBELL - HARTMAN	$	6,340.82
612	LAKEWOOD&NATIONAL - HC	$	1,218.75
613	STRAWBERRY FIELDS - HC	$	44,703.75
614	BOONVILLE AVE STREETSCAPE III	$	406,050.33
615	WILLARD FIRE STATION	$	5,960.00
616	THELMA DRAINAGE #6PW5899	$	136,019.40
617	GREENE CO MAINT CONTRACT	$	446,085.53
618	M HIGHWAY BRIDGE - HARTMAN	$	34,667.85
619	CHRISTIAN CO #J8P0787	$	626,661.47
620	ST. JOHNS	$	740,360.91
621	SIDEWALKS #07B	$	368,676.05
622	WEBSTER CO #J8S0820	$	209,813.02
	[redacted]		
624	OZK - SIDEWALKS #HR06-193	$	73,422.76
625	SW WATER TREATMENT PLT	$	46,224.53
626	Pickwick Streetscape #6PW5775	$	187,810.01
627	COLLEGE STATION STREETSCAPE	$	1,792,097.09
628	BLACKMAN ROAD IMPROVEMENTS	$	885,131.42
629	NATIONAL & CHESTNUT	$	166,558.98
630	GLENSTONE & PRIMROSE	$	12,744.00
631	OZK FINLEY PHASE II	$	303,064.62
632	SIDEWALKS #07D	$	285,200.45
633	ST. JOHNS PHASE II	$	53,129.20
634	BUS TURNOUTS #526-C	$	68,860.86

635	JQH - DRAINAGE	$ 44,285.00
636	COMMERCIAL STREET III	$ 488,191.81
637	PLAZA REALTY	$ 2,923.65
638	PARK CENTRAL SQUARE	$ 1,176,312.81
639	RT 14 #J8P0588F	$ 642,447.80
640	GREENE CO 744 (65 & KEARNEY)	$ 220,051.93
641	MSU - PARKING LOT	$ 39,769.20
642	GREENE CO SIDEWALKS	$ 79,879.63
643	SIDEWLKS #08D	$ 244,322.15
644	WILLARD R-2 SCHOOLS	$ 117,988.80
645	SIDEWALKS #08C #7PW6046	$ 390,396.56
646	CITY OF WILLARD	$ 84,273.90
647	ASSEM OF GOD PARKING LOT	$ 77,128.95
649	RT 13 & I-44	$ 59,719.93
650	COX PARKING GARAGE	$ 41,048.72
651	CHERRY ST #7PW6041	$ 694,844.70
652	KANSAS & BROADMOOR	$ 99,451.25
653	CHRISTIAN CO PAVING	$ 91,572.50
654	FARM RD 97 #09701241	$ 171,945.80
655	ST. LOUIS STREETSCAPE	$ 191,069.30
656	KANSAS & EVERGREEN	$ 52,494.63
657	GREENE CO MAINT	$ 273,894.00
658	CITY OF BOLIVAR	$ 151,135.28
659	BROOKLINE	$ 69,340.00
660	FINLEY FALLS-SEYMOUR	$ 119,583.05
661	CITY OF JOPLIN	$ 654,894.17
663	SIDEWALKS #09B	$ 336,801.24
664	A ST & MCCOY CULVERT-JOPLIN	$ 48,225.00
665	32nd to 33rd DRAINAGE-JOPLIN	$ 101,409.00
667	WILHOLT STREETSCAPE	$ 278,691.56
668	CLOVERDALE SDWALK-BATTLEFIEL	$ 57,691.00
669	CITY OF OZK SIDEWALK	$ 192,045.00
670	RTE 76 #J8P0764 & J8P0799	$ 147,290.13
671	BENTON STREETSCAPE	$ 133,401.00
672	SIDEWALKS 09D #9PW6220	$ 331,905.02
673	WALNUT STREETSCAPE	$ 267,598.60
674	ALLEN DRIVE - Greene Co	$ 9,247.36
675	SUNSET PLAZA	$ 100,107.90
676	FASSNIGHT CREEK	$ 200,135.00
677	TANEY CO #J8P2216 SIDEWALKS	$ 117,069.00
678	DOVER & JONATHAN STORMWATER	$ 139,596.49
679	MT GROVE SIDEWALKS	$ 73,840.00
680	WILLIAMS FORD BRIDGE-DALLAS CO	$ 133,092.80
681	Battlefield-Old Wire Road	$ 141,158.00

682	JASPER CO-BRIDGE	$ 23,290.00
683	BUS TURNOUTS MAINT CONTRACT	$ 231,781.58
684	Modot/Branson II #J8S0010B	$ 335,161.90
685	JOPLIN STREETSCAPE PHASE V	$ 791,373.73
686	PARK CRT SQUARE E&W STREETSCAP	$ 527,103.23
687	WEAVER/CAMPBELL #2010PW0004T	$ 144,283.71
688	CRANE SIDEWALKS	$ 160,940.40
689	SCHOOL ROAD BRIDGE	$ 117,372.00
690	Campbell #J8P0792-Hartman	$ 341,069.80
692	Rte Bus 65 #J82150-Glenstone	$ 299,835.79
693	Dewitt-Hutchens House Project	$ 187,386.60
695	BOONVILLE STREETSCAPE	$ 348,550.29
696	JOPLIN 26th & MAIN	$ 401,018.37
697	DEWITT/REC. CENTER	$ 181,437.00
698	GREENE CO PUBLIC SAFETY	$ 600,450.00
699	GREENE CO MAINT CONTRACT 2011	$ 315,879.80
700	65/248 Taney J8P0798/J8P2370	$ 128,517.51
701	APAC - BL 44	$ 59,085.93
702	EMPIRE BANK- Hartman	$ 68,778.30
703	BASS PRO - Hartman	$ 4,316.25
704	MISC JOBS	$ -
705	BOLIVAR SIDEWALKS	$ 84,853.40
706	ROARK CREEK TRAIL	$ 149,933.40
707	FOX GRAPE-Empire Bank	$ 23,664.00
708	WALNUT STREETSCAPE III	$ 1,106,377.05
710	FASSNIGHTPARK GREENWAY TRAILS	$ 4,800.00
711	RT 266 - APAC	$ 306,395.02
712	CLOVERDALE-Battlefield	$ 14,472.00
713	ELM STREET-Battlefield	$ 26,610.00
714	FARM RD 68 BRIDGE	$ 16,000.00
715	WOODHURST OFFICES	$ 10,767.00
716	Commercial SS Phase IV	$ 241,341.35
717	CU Bus Facility/Branco	$ 722,579.94
718	Boonville SS Phase 2	$ 232,646.93
719	RTE 44 PAVEMENT-APAC	$ 102,444.24
720	DRY SAC TRAIL	$ 224,062.30
721	CHESTNUT DIAMOND-Hartman	$ 132,675.60
722	CAMPBELL SIDEWALKS	$ 431,904.30
723	Inters Improvemnt 2012-1	$ 139,490.19
724	Evans Rd & S. Wood Ave	$ 209,403.60
725	JAMES RIVER-APAC	$ 25,706.25
726	Rt 14 Christian Co-Hartman	$ 60,282.00
727	OZK SIDEWALK IMPROVEMENTS	$ 33,539.00
728	BOLIVAR SAFE PASSAGE III	$ 183,005.00

729	Hammons Tower ADA Ramp	$ 1,335.25
730	AURORA STREETSCAPE	$ 209,797.00
731	FR RD 231 - Hartman	$ 9,069.50
732	BUS MAINT CONTRACT	$ 391,188.15
733	COS-PAVEMENT REPAIRS	$ 1,024,624.30
734	STRAFFORD SIDEWALKS	$ 155,556.60
735	KANSAS EXP-DIAMOND	$ 198,931.30
736	Sidewalks 12B- COS	$ 154,981.27
737	MERCY - EAST PAVILLIION	$ 119,103.80
738	RT 14 - HARTMAN	$ 128,757.90
742	College StationStreetscape IV	$ 1,152,265.75
744	OATS TRANSIT CENTER	$ 364,019.00
745	HARTMAN MISC JOBS	$ 70,237.95
746	PROPERTY MISC JOBS	$ 55,646.00
747	GREENE CO MAINT 2013	$ 27,780.00
748	RTE 744, 44, 60 - GREENE CO	$ 1,421,223.38
750	JOPLIN HIGH SCHOOL	$ 1,266,543.35
751	MT VERNON FB STADIUM	$ 94,214.50
752	CU BUS LIFT BLDG	$ 80,294.91
753	GREENE CO MORGUE	$ 141,373.00
754	ROARK TRAIL	$ 134,790.00
755	OZK HEALTHY SIDEWALK	$ 130,517.40
756	AVCRAD SERVICE ROAD	$ 85,125.98
757	COS-PAVEMENT REPAIRS	$ 983,020.14
759	FR 186/99 - Hartman	$ 67,657.00
760	MSU-ATHLETIC FIELD	$ 431,797.83
761	HAS- PARKING LOT	$ 166,230.80
762	BOONVILLE - PH 4	$ 457,299.50
763	SPFD AIRPORT	$ 421,298.39
764	COLLEGE STREET	$ 445,762.48
765	MODOT RT M&W	$ 192,042.00
766	McDANIEL STREETSCAPE	$ 226,107.98
767	NABHOLTZ GOLF COURSE	$ 220,410.00
768	SHERWOOD SCHOOL-SPFD	$ 94,842.60
769	LINK CROSSING	$ 195,308.75
770	WILLARD SIDEWALKS	$ 125,489.00
772	MSU-DARR AGG LANE	$ 116,315.50
773	MSU-OCCUPATIONAL CTR	$ 55,462.50
774	ROUTE 13- Hartman	$ 148,913.89
775	GOV'T PLAZA	$ 464,594.43
776	ROGERSVILLE FREEWAY	$ 651,037.85
777	ROSE HILL ROAD BOX CULVERT	$ 89,472.25
778	GIRARD PRACTICE FACILITY	$ 53,000.00
779	OZARK SIDEWALKS	$ 107,588.50

780	BATTLEFIELD BDI	$	654,690.22
781	COS SIDEWALKS - 14A	$	165,102.44
782	FR 66 / HARTMAN	$	41,889.00
783	C.U. BUS TURNOUTS 2015	$	137,979.16
784	JOPLIN SIDEWALKS	$	393,463.96
785	STRAFFORD SIDEWALKS	$	205,452.00
786	GREENE COUNTY MAINTENANCE	$	-
787	1ST BOX CULVERT	$	52,618.05
788	MoDOT J7P2207B-G02 Aurora	$	592,314.62
789	MoDOT J8P3035C - RT 744	$	567,025.69
790	MoDOT J8S3025 - GREENE CO RTS	$	525,788.35
791	MoDOT J8S3026 - LP 44/BUS 65	$	231,875.30
792	REPUBLIC ROAD PH 2	$	293,900.04
793	CU BUS TRANSFER FACILITY	$	541,099.95
794	JQH TRANSITWAY	$	410,247.12
795	JEFFERSON STREETSCAPE PHASE 2	$	1,297,392.00
796	FREMONT SCHOOL EXPANSION	$	247,746.00
797	FR 141 - GREENE COUNTY	$	58,574.45
798	PHELPS ST STREETSCAPE	$	383,273.40
799	SCHOOL SIDEWALK PROJECT 15B	$	418,761.00
800	FR 167 - GREENE COUNTY	$	44,325.00
801	FR 235 - GREENE COUNTY	$	32,960.00
802	J7S3046 - ROUTE B ROGERSVILLE	$	34,056.60
803	SHOP/MAINTENANCE	$	-
804	MISC - TIME & MTL JOBS	$	76,394.00
805	MAIN AVE STREETSCAPE - PHASE 1	$	579,246.20
806	2016 C.U. BUS TURNOUT PROJECT	$	16,233.80
807	J0P3011I - RT 14 CHRISTIAN CO	$	147,793.00
808	J7P3038B - RT 65 DALLAS CO	$	205,405.00
809	MoDOT J892219 - RT 14	$	-
810	VERONA SIDEWALK IMPR PHASE II	$	69,287.00
811	MoDOT J7P3100 - McDONALD CO	$	47,271.00
812	MoDOT J8P2196B - CHESTNUT & 65	$	100,000.00
813	CARTHAGE SIDEWALK IMPROVEMENTS	$	78,728.00
814	JEFFERSON STREETSCAPE PHASE I	$	32,128.00
815	COMMERCIAL STREETSCAPE PHASE 5	$	265,861.00

	$ 65,330,083.37
	Overhead
	Total Cost
	Net Profit

SUB-CONTRACTOR DISCLOSURE FORM

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

IF NO SUBCONTRACTORS ARE TO BE USED, CHECK HERE. Sign and date _____

Use additional forms for each Subcontractor

SUBCONTRACTOR: Signal Strength

ADDRESS: _____

PHONE: 417-868-8006

CONTACT PERSON: Susie Turner

BID ITEMS TO BE SUBCONTRACTED

ITEM NO.	DESCRIPTION	QUANTITY	PRICE	AMOUNT
10.03				
11.01				
13.07 - 13.14				
14.01 - 14.06				

TOTAL 247,212

PRIME CONTRACTOR: Hunter Chasel Associates

SIGNATURE: Tim Mans

DATE: 10/26/16

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

Subcontractor Approval _____ Date _____

SUB-CONTRACTOR DISCLOSURE FORM

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

IF NO SUBCONTRACTORS ARE TO BE USED, CHECK HERE. Sign and date _____

Use additional forms for each Subcontractor

SUBCONTRACTOR: Advanced Landscape

ADDRESS: _____

PHONE: 417-869-5050

CONTACT PERSON: Jerry Olson

BID ITEMS TO BE SUBCONTRACTED

ITEM NO.	DESCRIPTION	QUANTITY	PRICE	AMOUNT
8	Pavers		241,808	
			170,085	
18.1- 18.2				
			TOTA	411,893

PRIME CONTRACTOR: Hunter Chase & Associates

SIGNATURE: [signature]

DATE: 10/26/16

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

Subcontractor Approval_____Date _____

SUB-CONTRACTOR DISCLOSURE FORM

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

IF NO SUBCONTRACTORS ARE TO BE USED, CHECK HERE. Sign and date _____

Use additional forms for each Subcontractor

SUBCONTRACTOR: Pinnacle Sign

ADDRESS: _____

PHONE: _____

CONTACT PERSON: 417 869-6468

BID ITEMS TO BE SUBCONTRACTED

ITEM NO.	DESCRIPTION	QUANTITY	PRICE	AMOUNT
20.01	Over Head Parking Sign	1	3427	

TOTAL 3427

PRIME CONTRACTOR: Hunter (Chase & Associate)

SIGNATURE: _____

DATE: 10/26/16

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

Subcontractor Approval_____Date _____

SUB-CONTRACTOR DISCLOSURE FORM

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

IF NO SUBCONTRACTORS ARE TO BE USED, CHECK HERE. Sign and date _____

Use additional forms for each Subcontractor

SUBCONTRACTOR: Hamilton & Dad

ADDRESS: _____

PHONE: 417-844-1025

CONTACT PERSON: Jerry Hamilton

BID ITEMS TO BE SUBCONTRACTED

ITEM NO.	DESCRIPTION	QUANTITY	PRICE	AMOUNT
5.0	Water Schedule			364,837

TOTAL _____

PRIME CONTRACTOR: Hunter Chase & Associates Inc

SIGNATURE: Mary Beth Hartman

DATE: October 25, 2016

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

Subcontractor Approval _____ Date _____

SUB-CONTRACTOR DISCLOSURE FORM

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

IF NO SUBCONTRACTORS ARE TO BE USED, CHECK HERE. Sign and date _____

Use additional forms for each Subcontractor

SUBCONTRACTOR: KW Luetkemeyer

ADDRESS: 4506 Country Club Drive
Jefferson City MO

PHONE: 573-893-7196

CONTACT PERSON: Mike Luetkemeyer

BID ITEMS TO BE SUBCONTRACTED

ITEM NO.	DESCRIPTION	QUANTITY	PRICE	AMOUNT
19	Striping			18,938

TOTAL 18,938

PRIME CONTRACTOR: Hunter Chase & Associates

SIGNATURE: [signature]

DATE: 10/26/16

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

Subcontractor Approval _____ Date _____

SUB-CONTRACTOR DISCLOSURE FORM

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

IF NO SUBCONTRACTORS ARE TO BE USED, CHECK HERE. Sign and date _____

Use additional forms for each Subcontractor

SUBCONTRACTOR: Wickman Gardens Village

ADDRESS: _____

PHONE: _____

CONTACT PERSON: Greg Hatley

BID ITEMS TO BE SUBCONTRACTED

ITEM NO.	DESCRIPTION	QUANTITY	PRICE	AMOUNT
15	Irrigation Schedule	19,979		
1803-1813	Landscaping	28,004		
			TOTAL	47,843

PRIME CONTRACTOR: Hunter Chase & Associates

SIGNATURE: Tim Mang

DATE: 10/26/16

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

Subcontractor Approval_____Date _____

ANTI-COLLUSION STATEMENT STATE OF MISSOURI

CITY OF Springfield

Mary Beth Hartman being first duly sworn, deposes and says that he/she is

President
Title of Person Signing

of Hunter Chase & Associates, Inc

Name of Bidder

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

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

By Mary Beth Hartman

By _____

By _____

SWORN to before me this 25 day of October 20 16

Daniel R. Zimmerman
Notary Public

My Commisson Expires: October 24, 2018

DANIEL R. ZIMMERMAN
NOTARY SEAL
#14068611
GREENE COUNTY
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES
October 24, 2018

CONSTRUCTION CONTRACT

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

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for the complete construction as follows for the Historic Downtown Phase 3 Streetscape Improvements in Branson, Missouri. The construction includes furnishing the supervision, labor, tools, equipment, materials and supplies for the streetscape but are not limited to the following items of work: removals, excavation, temporary erosion control, temporary traffic control, sidewalk, roadway, storm sewer, water line, curb, electrical, finish grading, irrigation, landscaping and other miscellaneous work included in the contract 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 by May 19, 2017. A Notice to Proceed shall be issued by the City Engineer within 30 days after the date of this contract. Contractor shall not proceed with the work unless and until this contract has been signed by all parties, and a Notice to Proceed has been issued by the City.

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

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

4. 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.

5. 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 4 of this contract. This penalty shall not begin to accrue until the time periods described in Paragraph 4 above have lapsed.

B. Violations and imposition of the penalty described in Paragraphs 4 & 5 shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

6. 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 Branson City Engineer.

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

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

C. Automobile Liability Insurance with a company authorized to do business in the State of Missouri covering bodily injury and property damage for owned, non-owned and hired vehicles, with respect to injuries and/or death of any one person in a single accident or occurrence. The policy shall meet the scope or extent of the city's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo (Supp 1995). The City of Branson **must** be named as additional insured. The policy must also specify that the Contractor or his employees and/or the subcontractor's employees operating their own vehicles for business reasons applicable to the performance of their work whether or not involved in operations pertaining to the performance of the contract for the City, will be protected by a non-ownership and hired automobile liability policy with limits as described above for automobile liability and property damage.

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

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

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

F. The Contractor shall furnish the City, prior to approval of the contract, the policy as specified in this section and satisfactory proof of carriage of all the insurance required by this contract. NOTE: It is the sole responsibility of the Contractor to furnish current insurance certificates if expiration dates do not coincide with the beginning and ending

dates of this contract. Current insurance certificates are also required for any additional renewal periods covered by this contract. Any failure to maintain insurance coverage shall not relieve any contractual responsibility or obligation or liability under the contract documents. Renewal certificates for this contract must be faxed to the City of Branson Engineering Department, 110 W. Maddux, Suite 310, 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.

7. Liquidated Damages. The City Engineer will deduct amounts specified in the special provisions 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 Engineer is authorized to deduct such liquidated damages from any amount otherwise due under this contract.

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

Two Million Three Hundred Seventy-Three Thousand Three Hundred Forty-Four and 00/100 Dollars
$(2,373,344.00)

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

10. Payment Procedures. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by the City Engineer 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 City Engineer, 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 percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as City Engineer shall determine, or City may withhold, in accordance with the General Conditions.

C. 90% of work completed (with the balance being retainage). If work has been 50% completed as determined by City Engineer, and if the character and progress of work have been satisfactorily to City and City Engineer, City may determine that as long as the character and progress of the remaining work is satisfactory to them, there will be no additional retainage.

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

E. Final Payment. Upon final completion and acceptance of the work in accordance with

the General Conditions, City shall pay the remainder of the Contract Price.

11. Interest. All moneys not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the project.

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

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

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

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

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

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

13. 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.

14. 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.

15. 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.

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.

16. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 13, 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.

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

18. 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.

19. 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.

20. Payment. The City will pay the Contractor in accordance with the rate set forth in the Contract Documents, on file in the 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 4 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.

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

A. Contract & Addendums

B. All Change Orders

C. Bid Plans and Specifications

D. Standard General Conditions, Technical Specifications & Special Conditions

E. Proposal/Bid

F. Instructions to Bidders

G. Performance Bond

H. Payment and Material Bond

I. Non-Collusion Affidavit

J. Notice of Award & Notice to Proceed

K. City Business License

L. Certification of Individual Bidder/Affidavit

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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: _____
Karen Best, Mayor

(SEAL)

Attest _____
Lisa K Westfall
City Clerk

Address for giving notices
110 W. Maddux
Branson, MO 65616

CONTRACTOR-Hunter Chase & Associates, Inc.

By: _____

(SEAL)

Attest _____

Address for giving notices:
1200 E. Woodhurst Drive, J-200
Springfield, MO 65804

Approved as to Form:

_____
William T. Duston, City Attorney

STATE OF Missouri)
) ss
COUNTY OF Greene)

AFFIDAVIT

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

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

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

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

KNOWINGLY:
A person acts knowingly or with knowledge,
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

BEFORE ME, the undersigned authority, personally appeared MARY BETH HARTMAN, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is MaryBeth Hartman and I am currently the President of Hunter Chase, + Assoc. Inc (hereinafter "Contractor"), whose business address is 1200 E Woodhurst J-200 and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services Contracted between Contractor and City of Branson:

4. Contractor does no knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services

Further, Affiant saith not.

Mary Beth Hartman

Mary Beth Hartman Affiant
[printed name]

Subscribed and sworn to before me this 25 day of Oct ,2016

Notary Public
State of Missouri

My Commission Expires:
Commissioned in Greene County
Commission # 14068611

DANIEL R. ZIMMERMAN
MY COMMISSION EXPIRES
October 24, 2018
NOTARY SEAL
#14068611
GREENE COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

PLEASE NOTE:
Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:
1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division.

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Hunter Chase & Associates, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

E-Verify

Company ID Number: 175273

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Hunter Chase & Associates, Inc.

Kara L Painter Name (Please Type or Print)	Title
Electronically Signed Signature	01/02/2009 Date

Department of Homeland Security – Verification Division

USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	01/02/2009 Date

CITY OF BRANSON
INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY:

$2,687,594.00 single accident or occurrence
-bodily injury and property damage
$ 403,139.00 single accident or occurrence, any one person
-bodily injury or death

AUTOMOBILE LIABILITY INSURANCE:

$2,687,594.00 single accident or occurrence
-bodily injury and property damage owned, non-owned and hired vehicles
$ 403,139.00 single accident or occurrence, any one person
-bodily injury or death

WORKERS' COMPENSATION and EMPLOYERS' LIABILITY:

$1,000,000.00 Limit

*Note: January 1 of each year the sovereign immunity level is reviewed by the state of Missouri, which could change our insurance levels.

CITY OF BRANSON NAMED ON POLICY

All insurance policies shall list the City of Branson as the additional insured for the Commercial General Liability as well as the Automobile Liability.

Please use the following address:

City of Branson
Attn: Contract Management
110 W Maddux Street, Ste. 205
Branson, MO 65616

No policy can be canceled without a 30 day written notice to the City of Branson.

12/16/2013

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

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

INSURED

Name and Address of
Sub Contractor

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Carrier	
INSURER B: Carrier	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	Policy #	Eff Date	Exp Date	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	X	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Policy #	Eff Date	Exp Date	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A	X	EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ XXXXX	Policy #	Eff Date	Exp Date	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Policy #	Eff Date	Exp Date	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

EXAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

City of Branson, 110 W. Maddux St., Suite 205, Branson, MO 65616 is listed as Additional Insured on policy.

CERTIFICATE HOLDER

(417)335-4354 Fax

City of Branson
Attn: Contract Management
110 W. Maddux Street, Ste. 205
Branson, MO 65616

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

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 _____, 2016, entered into a written contract with the aforesaid Owner for furnishing materials, supplies, and equipment not furnished by the Owner, construction tools, equipment, and plant, and the performance of all necessary labor, for and in connection with the construction of certain improvements described in the attached contract documents; and

WHEREAS, it was a condition of the contract award by the Owner that these presents be executed by the Contractor and Surety;

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.

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

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_____, 2016.

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 & MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor has, on the _____day of _____, 2016, entered into a written contract with the aforesaid Owner for furnishing all materials, equipment, tools, superintendence, and other facilities and accessories, for the construction of certain improvements as designated, defined, and described in the said contract and the conditions thereof, and in accordance with the specifications and plans therefore; a copy of said contract being attached hereto and made a part thereof:

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

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

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

otherwies to be in full force and effect.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand, and said surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized to do so at _____, on this _____ day of_____, 2016.

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).

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:_____(Contractor)

_____(Contractor Address) a_____, hereinafter called Principal, and

(Corporation, Partnership, or Individual)

_____(Surety)

_____(Surety Address)

hereinafter called Surety, are held and firmly bound unto

_____

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

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

_____

_____

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in_____counterparts, each one of which shall be deemed an original, this the _____ day of_____, 20___.

_____
Principal

ATTEST: By _____

_____ _____
Secretary Address

SEAL

_____
Witness to Principal

_____
Address

Surety

ATTEST: By_____
Attorney-in-Fact

_____ _____
Secretary Address

SEAL

_____
Witness to Surety

_____
Address

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

Missouri
Division of Labor Standards

WAGE AND HOUR SECTION

JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 23

Section 110

TANEY COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2016**

Last Date Objections May Be Filed: **April 11, 2016**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			$14.50	FED		$3.65
Boilermaker	7/16		$35.93	57	7	$28.33
Bricklayer and Stone Mason	6/16		$27.73	24	74	$16.44
Carpenter	6/16		$24.73	61	4	$15.65
Cement Mason			$22.00	FED		$5.52
Communication Technician			$16.00	FED		$0.62
Electrician (Inside Wireman)			$20.94	21	48	$11.45 + 10%
Electrician (Outside-Line Construction\Lineman)			$41.52	125	65	$5.00 + 34.5%
Lineman Operator			$38.37	125	65	$5.00 + 34.5%
Groundman			$26.76	125	65	$5.00 + 34.5%
Elevator Constructor	7/16	a	$44.515	26	54	$31.531
Glazier			$23.35	36	52	$6.21
Ironworker	6/16		$29.00	50	4	$28.45
Laborer (Building):						
General	6/16		$21.28	112	4	$11.73
First Semi-Skilled	6/16		$23.42	112	4	$11.73
Second Semi-Skilled	6/16		$21.96	112	4	$11.73
Lather	6/16		$24.73	61	4	$15.65
Linoleum Layer and Cutter	6/16		$24.63	123	78	$15.65
Marble Mason			$21.66	124	74	$12.68
Marble Finisher			$14.14	124	74	$9.08
Millwright	6/16		$24.73	61	4	$15.65
Operating Engineer						
Group I	6/16		$26.34	84	4	$12.69
Group II			$22.00	FED		$7.91
Group III	6/16		$23.89	84	4	$12.69
Group III-A	6/16		$24.60	84	4	$12.69
Group IV						
Group V	6/16		$15.80	84	4	$12.69
Painter	6/16		$22.00	7	14	$12.40
Pile Driver	6/16		$24.73	61	4	$15.65
Pipe Fitter			$28.95	19	1	$14.67
Plasterer			$23.53	64	4	$10.55
Plumber			$28.95	19	1	$14.67
Roofer \ Waterproofer	6/16		$22.75	10	2	$10.88
Sheet Metal Worker	7/16		$28.94	4	24	$14.18
Sprinkler Fitter - Fire Protection	7/16		$33.49	33	19	$19.45
Terrazzo Worker			$28.73	124	74	$14.38
Terrazzo Finisher			$18.68	124	74	$14.38
Tile Setter			$21.66	124	74	$12.68
Tile Finisher			$14.14	124	74	$9.08
Traffic Control Service Driver			$16.35	48	49	$2.75
Truck Driver-Teamster						
Group I			$19.45	98	4	$4.72
Group II						
Group III			$19.45	98	4	$4.72
Group IV			$19.45	98	4	$4.72

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

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

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

a - Vacation: Employees over 5 years - 8% under 5 years 6%

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TANEY COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 4: Means the regular working day shall consist of eight (8) hours labor on the job between six (6) a.m. and six-thirty (6:30) p.m. and the work week shall consist of five (5) consecutive eight (8) hour days beginning on Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Also, there may be a 40-hour work week which would consist of ten (10) hours each day for Monday, Tuesday, Wednesday, Thursday or Friday. The first two (2) hours performed in excess of an eight (8) hour workday, Monday through Friday, and the first ten (10) hours on Saturday, shall be paid at one and one half (1½) times the regular rate of pay. All work performed on Sundays and Holidays and in excess of ten (10) hours a day on all days shall be paid at two (2) times the regular rate of pay. A make-up day may be scheduled for work missed due to inclement weather. The make-up hours shall be paid at the regular hourly rate of pay.

NO. 7: Means work between the hours of 7:00 a.m. and 6:00 p.m. daily, Monday through Saturday, as assigned by the Employer shall be considered regular hours. Weekend work shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay. Weekend begins 12:01 a.m. Saturday. Overtime is time worked over forty (40) hours per pay period, and shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

NO. 10: Means the regular working day shall be scheduled to consist of at least eight (8) hours but no more than ten (10) consecutive hours, exclusive of the lunch period, unless otherwise provided. Crews shall be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. or earlier if agreed on by the majority of any one crew. Except as specifically provided for Saturdays, Sundays and holidays, all work performed by Employees anywhere in excess of forty (40) hours in one (1) work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale. Any work performed on a Saturday shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday make Up Day. When this Saturday Make Up Day does occur, the Employee may work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1½) time the regular hourly wage scale. The provision of this Saturday Make Up Day shall not apply to any weeks in which a designated holiday is recognized. Any work performed by Employees anywhere on Sunday or holidays shall be paid at the rate of double (2) time the regular wage scale.

NO. 19: On single shift operation, eight (8) hours of work, between 8:00 a.m. and 4:30 p.m., shall constitute a day's work. Forty (40) hours of work Monday through Friday shall constitute a workweek. The starting time may be changed to begin between the hours of six (6:00) and ten (10:00) a.m. The first two (2) hours performed in excess of an eight (8) hour workday Monday through Friday, and the first ten (10) hours on Saturday, shall be paid at time and one-half (1.5) the basic straight–time rate. All work performed on Sundays and holidays, and in excess of ten (10) hours a day shall be paid at double (2) the basic straight time rate of pay. When hours worked are outside of established work hours, the pay rate shall be one and one-half (1.5) times the regular rate of pay for the first ten (10) hours, and all hours in excess of ten (10) hours shall be at the double-time rate. Shift work of either one (1) eight hour night shift, or two (2) eight (8) hour night shifts on a job which will continue for at least one (1) week, all employees shall be paid eighteen and one-half percent (18.5%) over the straight-time hourly rate on the night shifts. All hours worked in excess of eight (8) in a shift shall be paid at the applicable overtime rate of pay. The normal workweek may be changed to four (4) ten (10) hour days or four (4) ten (10) hour nights, if on shift work, with the following provisions: Monday through Thursday would be the normal workweek with Friday being used as scheduled workday in case of a day being lost due to weather, all employees working night shift, on a job that will continue at least one (1) week, shall be paid thirty percent (30%) over the regular straight-time hourly rate of pay, and any hours worked before or after established starting and quitting times being paid at double (2) time hourly rates of pay.

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NO. 21: Means eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday, shall constitute a work week. The regular starting time of a job may be moved not more than two (2) hours prior to 8:00 a.m. However, in no case shall more than eight (8) hours be worked per day without the applicable overtime rate being paid. When job conditions dictate, the Employer shall be allowed to establish a four (4) day, ten (10) hours per day work week. This work week is defined as Monday through Thursday or Tuesday through Friday. All hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the applicable overtime rate. This language is not intended to change the normal five (5) day, eight (8) hour per day work week. All overtime work performed after the regularly scheduled working hours Monday through Friday and Saturday shall be paid for at time and one-half (1½) the regular straight time rate of pay. Sundays and recognized holidays shall be paid for at two (2) times the straight time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 17.3% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 24: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. A workweek of four (4), ten (10) hour days may be established on a per job basis. Saturday may be used for a make-up day, when working 5-8's, Friday when working 4-10's. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid for at the rate of time and one-half (1½) except after eight (8) hours worked, then double (2) time will apply. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 36: Means eight (8) hours shall constitute a work day, Monday through Friday between the hours of 6:00 a.m. and 6:00 p.m. Saturday can be used as a makeup day if time is lost due to weather. All hours in excess of the regular forty (40) hour work week or eight (8) hours per day shall be considered overtime and shall be paid for at the rate of one and one-half (1½) times the regular rate. Employees will be paid at the rate of one and one-half (1½) times their regular rate for work performed on Saturdays. Sundays and holidays worked are to be paid at double (2) the regular hourly rate. Four (4) ten-hour days, at the option of the Employer, shall be the standard work week, consisting of a consecutive ten-hour period, Monday through Thursday or Tuesday through Friday, between the hours of 6:00 a.m. and 6:00 p.m. Forty (40) hours per week shall constitute a week's work.

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NO. 48: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 50: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional $0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional $0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked $27.04 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining $1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 61: Means except as herein provided, eight (8) hours a day, 8:00 a.m. to 4:30 p.m., shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) day ten hour work week is in effect, the standard work week shall consist of forty (40) hours, Monday through Friday, which will consist of any four (4) consecutive ten-hour four days within the five (5) day period. In the event the job is down for any reason beyond the control of the Employer, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours per day, or forty (40) hours per week. When the five (5) day eight-hour work week is in effect, forty (40) hours per week shall constitute a week's work (normal work week being Monday through Friday). In the event the job is down for any reason beyond the control of the Employer, then Saturday may, at the option of the Employer, be worked as a make-up day, at straight time not to exceed eight (8) hours for that day, or forty (40) hours per week. A make-up day is not to be used to make up time lost due to recognized holidays.

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NO. 64: Means eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. Forty (40) hours shall constitute a week's work, Sunday through Saturday. In the event time is lost due to weather or conditions beyond the control of the Employer, the Employer may schedule work on Saturday at straight time. All work over eight (8) hours in one day, forty (40) hours in one week, or on Saturday (except as herein provided) shall be classified as overtime and be paid at the rate of time and one-half (1½). All work on Sunday or recognized holidays shall be classified as overtime and be paid at the rate of double (2) time. When the four (4) day ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods. Forty (40) hours per week shall constitute a week's work Sunday through Saturday inclusive. In the event the job is down for reasons beyond the contractors control, then Friday and/or Saturday may, at the option of the Employer be worked as a make-up day, straight time not to exceed ten (10) hours per day or forty (40) hours per week.

NO. 84: The regular working starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. Except as provided in this Article, eight (8) hours a day shall constitute a standard work day and forty (40) hours per week shall constitute a weeks' work, which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid at the rate of time & one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods, exclusive of the lunch period, beginning at 6:30 a.m. and forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours or forty (40) hours per week. When the five (5) eight-hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed eight (8) hours or forty (40) hours per week.

NO. 98: Means eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 5:30 and 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. When the five (5) day eight (8) hours work week is in effect forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. When the five (5) day eight (8) hour work week is in effect, starting time shall be between 7:00 a.m. and 8:00 a.m. All time worked before 7:00 a.m. shall be paid for at the rate of time and one-half (1½). All work performed on Saturday up to 6:00 p.m. (except as herein provided) shall be compensated for at the rate of time and one-half (1½). All time worked from 6:00 p.m. Saturday to 7:00 a.m. Monday will be paid for at the rate of double (2) time.

NO. 112: Means the regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. Except as provided for, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight (8) hour days or four (4) ten (10) hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week.

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BUILDING CONSTRUCTION - OVERTIME SCHEDULE

NO. 123: Means except as provided, eight (8) hours a day (8:00 A.M. to 4:30 P.M.) shall constitute a standard work day, excluding the 30-minute lunch period, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (except as herein provided). All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) day ten-hour work week is in effect, the standard work week shall consist of forty (40) hours, Monday through Friday, which will consist of any four (4) consecutive ten (10) hour days within the five day period. In the event the job is down for any reason beyond the control of the Employer, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours or forty (40) hours per week. Starting time will be designated by the Employer. When the five (5) day eight (8) hour work week is in effect forty (40) hours per week will constitute a week's work (normal work week being Monday through Friday). In the event the job is down for any reason beyond the control of the Employer, then Saturday may, at the option of the Employer, be worked as a make-up day; at straight time not to exceed eight (8) hours or forty (40) hours per week.

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

NO. 125: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

TANEY COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 1: All work done on New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of double time. When one of the above holidays falls on Sunday, the following Monday shall be observed. When one of the above holidays falls on Saturday the preceding Friday shall be observed.

NO. 2: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday and holidays falling on Sunday will be observed on the following Monday.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 14: The following days are recognized Holidays: Memorial Day, Fourth of July, Thanksgiving Day, Christmas Day, and New Year's Day. No work shall be done on Labor Day. When falling on a Sunday and the following Monday is observed as part of the holiday, then that Monday shall be considered a holiday. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 24: All work done on Christmas Day, Thanksgiving Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day or days locally observed as such, and Sunday shall be recognized as holidays and paid at the double time rate of pay.

NO. 48: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any one of the above-listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above holidays falling on Saturday shall be observed on the previous Friday and paid at double (2) the straight-time rate of pay. Employees working on the Saturday will receive the standard pay for Saturday work.

NO. 49: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 52: All work performed on Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall receive the double (2) time rate of pay.

TANEY COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 65: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 78: The following days shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. If any of the above holidays fall on Sunday, Monday will be observed as the legal holiday. If any of the above holidays fall on Saturday, Friday will be observed as the legal holiday. All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/16	$29.03	23	16	$16.10
Electrician (Outside-Line Construction\Lineman)		$41.52	18	24	$5.00 + 34.5%
Lineman Operator		$38.37	18	24	$5.00 + 34.5%
Lineman - Tree Trimmer		$21.64	31	30	$5.00 + 27.5%
Groundman		$26.76	18	24	$5.00 + 34.5%
Groundman - Tree Trimmer		$17.50	31	30	$5.00 + 27.5%
Laborer					
General Laborer	6/16	$24.32	4	18	$12.71
Skilled Laborer	6/16	$24.87	4	18	$12.71
Millwright	6/16	$29.03	23	16	$16.10
Operating Engineer					
Group I	6/16	$30.82	5	15	$13.30
Group II	6/16	$30.47	5	15	$13.30
Group III	6/16	$30.27	5	15	$13.30
Group IV	6/16	$28.22	5	15	$13.30
Oiler-Driver	6/16	$28.22	5	15	$13.30
Pile Driver	6/16	$29.03	23	16	$16.10
Traffic Control Service Driver		$16.35	29	28	$2.75
Truck Driver-Teamster					
Group I	6/16	$28.24	12	3	$12.45
Group II	6/16	$28.40	12	3	$12.45
Group III	6/16	$28.39	12	3	$12.45
Group IV	6/16	$28.51	12	3	$12.45

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

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

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

REPLACEMENT PAGE
TANEY COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 4: Means a regular work week shall consist of not more than forty (40) hours of work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevent work, in which event, the starting time may be delayed, but not later than 12:00 noon. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker(s) unless worked.

NO. 5: Means a regular work week shall consist of not more that forty (40) hours work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workmen shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays or days observed as such. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday. If a job can't work forty (40) hours, Monday through Saturday, because of inclement weather or other conditions beyond the control of the Employer, Friday and Saturday may be worked as make up days at straight time (if working 4-10's). Saturday may be worked as a make up day at straight time (if working 5-8's). Make up days shall not be utilized for days lost to holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, including requirements of the owner, prevent work. In such event the starting time may be delayed but not later than 12:00 noon. Where one of the holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours shall be paid at time & one-half (1½).

NO. 12: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). A workday is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, in which event, the starting time may be advanced or delayed. Workers shall receive time and one-half (1½) for all work performed on recognized holidays or days observed as such.

NO: 18: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

REPLACEMENT PAGE
TANEY COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday $15.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays $15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining $.55 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

NO. 29: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 31: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

TANEY COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION

NO. 3: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive time & one-half (1½) the regular rate of pay for such work.

NO. 15: The following days are recognized as holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive time and one-half (1½) the regular rate of pay for such work. Where one of the holidays specified falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½). Workmen shall receive time and one-half (1 ½) for all work performed on Sundays. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time for that Sunday or holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 18: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the time and one-half (1½) rate of pay. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however no reimbursement for this eight (8) hours is to be paid to the working person(s) unless the holiday is worked.

NO. 24: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 28: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 30: All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

CERTIFICATE OF COMPLIANCE AND AFFIDAVIT

STATE OF MISSOURI)
)ss.
COUNTY OF TANEY)

Re: Contract No. _____
Wage Determination No. ____
Between _____
_____

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

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

(c) Attached herewith is certification by the Registered Land Surveyor stating that all lot pins disturbed by the construction have been reset in accordance with Section C, Paragraph 6, of the General Conditions.

Subscribed and sworn to before me this_____day of_____, 20 .

_____
Notary Public

My commission expires:

RELEASE BY CLAIMANTS

DATE _____

STATE OF _____

COUNTY OF _____

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

_____

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

Given under our hands and seals this____day of_____, 20___.

_____
Signature

WITNESS:

_____

My Commission expires: _____

LIEN WAIVER

DATE _____

TO _____
_____
_____
_____

Re: _____

Dear Sir:

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

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

_____
Contractor

JOB SPECIAL PROVISIONS TABLE OF CONTENTS

(Job Special Provisions shall prevail over General Special Provisions whenever in conflict there with)

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COOPERATION WITH UTILITY COMPANIES
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PUBLIC CONVENIENCE AND SAFETY
PERMITS AND RIGHTS-OF-WAY
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FIELD VERIFICATION
CONTRACTOR FURNISHED QC/QA MATERIAL TESTING
REMOVAL OF IMPROVEMENTS
EXC AVATION (UNCLASSIFIED)
EMBANKMENT IN PLACE WITH COMPACTION
UNDERGRADING
CONCRETE PAVEMENT (INCLUDING BASE AGGREGATE)
TRUNCATED DOMES
CONCRETE SIDEWALK (4 INCHES THICK)

MAINTENANCE OF TRAFFIC

TEMPORARY CONSTRUCTION SIGNING (SPECIAL)

STORM INLET AND STORM BOXES

WOOD MULCH/PLANTING BACKFILL MIX

PLANTS

SCHED 40 PVC ELECTRICAL CONDUCT, BELOW GRADE

GRS CONDUCT, ABOVE GRADE

WIRE IN CONDUIT

ALLUMINUM SQUARE TUBE POST/TRAFFIC SIGN PANEL

CLAY PAVERS

LIMESTONE-BOLLARDS/LIMESTONE-PLANTER CURBS

INSTALL OWNER PROVIDED STREET FURNITURE / FURNISH AND INSTALL BIKE RACKS COMPLETE

IRRIGATION

HANDRAILS

STANDARD UTILITY BOXES

WIRELESS LIGHTING CONTROL

600 AMP LIGHING CONTROL PANEL

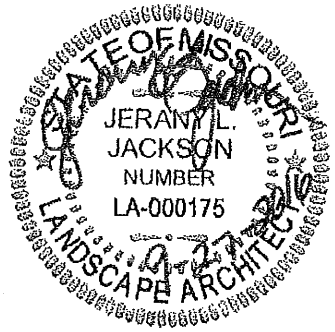
INSTALL OWNERS PROVIDED LIGHT POLE ASSEMBLIES

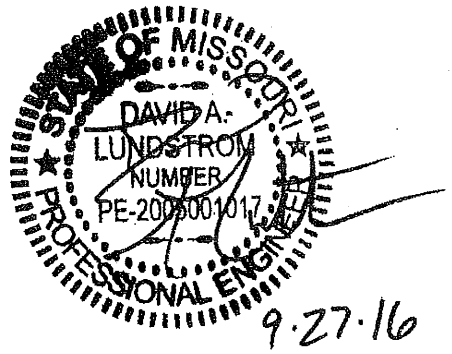
INSTALL OWNER PROVIDED STREET NAME SIGN ASSEMBLIES

PLUMBING

LIGHT-WEIGHT STEEL BARRIERS

WATER MAIN





JOB SPECIAL PROVISIONS

The following Special Provisions supplement the specifications listed in the table below, which apply to and govern the proposed improvement designated as Historic Downtown Phase 3 Streetscape Improvements, and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and govern.

SPECIFICATION	ADOPTED/DA
City of Branson – Technical Specifications for Public Improvement Projects	September 2011
Missouri Standard Specifications for Highway Construction and Supplemental Specification Revisions	June 2011

The work described shall follow the City of Branson's Technical Specifications for Public improvement Projects and the Missouri Standard Specifications for Highway Construction. All references to the Standard Specifications herein shall be considered a direct reference to the MoDOT Standard Specifications for Highway Construction.

LOCATION OF IMPROVEMENT

The proposed improvements are located along Commercial Street from Pacific Street to Atlantic in historic downtown Branson.

DESCRIPTION OF IMPROVEMENT

The streetscape improvements include, but are not limited to the following items of work: removals, excavation, roadway and sidewalk reconstruction, roadway lighting, traffic signals, water main, storm sewer, landscaping, irrigation, signing, temporary erosion control, temporary traffic control and and all incidental and collateral work necessary to complete the project as shown on the plans and described herein.

ACCELERATING THE COMPLETION OF CLOSURE WORK (Incentive/Disincentive Clause)

1.0 Description

This provision contains modifications to the standard specifications for accelerating the construction of this project.

Unless otherwise stated, specification section references are to the Missouri Standard Specifications for Highway Construction and its supplements in effect at the time of this contract.

2.0 Definition of Terms.

For this project the following terms are used as defined below:

A. Closure Time: Closure time is defined as any day, including Saturdays, Sundays

and legal holidays, when any sidewalks or any lane or lanes are closed to traffic on Commercial Street, Main Street, Atlantic Street, or public alleys within project limits due to the contractor's operations.

Under no circumstances will the closure time bid be allowed to extend actual closure of any sidewalks or lanes beyond May 19th, 2017.

B. Average Daily Road-User Cost: The amount shown in the bid, determined by the Owner, that interference and inconvenience to traffic will cost the road-users for each unit of closure time of the closure. The average daily road-user cost cannot be changed by the bidder. Bidder and its surety stipulate to the reasonableness and accuracy of that amount and expressly waive any right they may have to contest that amount in any claim, litigation or otherwise.

C. Contract Amount: The total amount bid for all items of work to be performed by the contractor. This amount is the summation of the products of the approximate quantities shown in the bid schedule multiplied by the contract unit price. The contract amount does not include the amount produced by this acceleration of work clause.

3.0 Preparation of Bid:

In addition to the requirements of The MoDOT Standard Specifications, Sec 102.7, the bidder shall specify in the bid the closure time which it determines is required to complete the work. The bidder shall show the product of the closure time and the average daily road-user cost in the amount column provided for that purpose. This amount will be added to the contract amount. The sum will be read as the bid total.

A bidder may alter or correct the units of closure time entered in the bid, provided the bidder follows the same requirements set forth for altering or correcting bid prices in MoDOT Standard Specifications, Sec 102.7.1.

4.0 Bid Guaranty.

For this project the amount of guaranty required by MoDOT Standard Specifications, Sec 102.9 shall be not less than five percent of the contract amount as defined above in 2.1 (c) of these provisions.

5.0 Award and Execution of Contract.

Delete Sec 103.1 of the MoDOT Standard Specifications and substitute the following:

5.1 Consideration of Bids.

After the bids are opened and the bid totals read, they will be compared on the basis of the contract amount, to which has been added the product of the closure time submitted by the bidder and the average daily road-user cost shown in the bid. This total amount will be used to determine the lowest responsive and responsible bid for the project. The Owner reserves the right to reject any and all bids including those which, in the sole judgment of the Owner, contain too few or too many units of closure time.

6.0 Prosecution and Progress.

6.1 Subletting of Contract. For this project the total contract cost referred to in The MoDOT Standard Specifications, Sec 108.1.1 shall be considered as the summation of the products of the approximate quantities shown in the bid schedule multiplied by the contract unit price.

6.2 Prosecution of Work. Assessment of closure time will begin on the first day of any sidewalk or lane closure within the project limits.

6.2.1 Prior to beginning work causing sidewalk or lane closure, the engineer may require the contractor to submit a schedule and written narrative for the lane closure work. The schedule shall be provided in accordance with the MoDOT Standard Specifications Sec 108.4, or by the Critical Path Method if that is the schedule method specified by the contract. This schedule is required to reflect the effect of all constraints on the lane closure work.

6.2.2 This schedule requirement is in addition to any other schedule requirement of the contract. The cost for this requirement will be considered fully covered by the contract prices for the lane closure work.

6.2.3 The contractor is advised of the following matters which may be constraints upon the sidewalk and lane closure work and effect the schedule, order of work and cost of lane closure work: (See Construction Plans for Project Staging)

6.3 Liquidated Damages for Failure or Delay in Completing Work on Time. The MoDOT Standard Specifications Sec 108.8 is modified as follows:

6.3.1 If the contractor fails to complete all work necessary to have all sidewalk and lanes of traffic open within the project limits in the closure time specified by the bidder (to normal traffic the next calendar day after May 18th, 2017) the amount shown in the bid as average road-user cost per day will be deducted from the contractor's payment for each unit of closure time, including Saturdays, Sundays and legal holidays more than the closure time bid *(*or after May 19th, 2017*)* until such time as all sidewalk and sidewalks and lanes within the project limits are opened to traffic.

6.3.2 This deduction will be made as liquidated damages from any money due or to become due to the contractor under the contract. The contractor and surety shall be liable for any liquidated damages assessed in excess of any amount due the contractor.

6.3.3 This deduction will continue until such time as all sidewalk and lanes within the project limits are open to traffic. Liquidated damages as described elsewhere in the contract will be assessed on any work, if not complete by May 19th, 2017

6.4 Credit for Completion of Work Ahead of Time. If the contractor completes all work required and has all sidewalks and lanes of traffic opened on in less than the closure time specified by the bidder, the amount shown in the bid as average road-user cost per day *(or other unit)* will be added to the contractor's payment for each unit of closure time including Saturdays, Sundays and legal holidays less than the closure time specified in the bid.

6.4.1 Computation of this payment will begin on the first full unit of closure time that all sidewalk and lanes within the project limits are opened to traffic. This credit will be added to the amount of money due or to become due the contractor under the contract. The total amount of this credit shall not exceed ten percent of the original contract amount.

6.4.2 An extension of the closure time may be granted for changes in the work as specified in The MoDOT Standard Specifications Sec 104.3 or for excusable, noncompensable and compensable delays as specified in The MoDOT Standard Specifications Sec108.14 only to the extent, as determined by the engineer, they actually affect the then major item of work or the critical path of the work.

6.4.3 In the event of an excusable delay, an extenstion of the closure time specified by the bidder will not be made for determining any liquidated savings or incentive payment. Further, in the event of an excusable delay, if the contractor completes the work within the closure time specified by the bidder, that shall not constitute a basis to claim acceleration costs in addition to the liquidated savings or incentive that may be earned.

7.0 Measurement and Payment.

The MoDOT Standard Specifications, Sec 109.2 is supplemented by the following:

7.1 Scope of Payment.

The average daily road-user cost, shown in the bid, will be used only for bid comparisons and as a deduction from money due the contractor in accordance with The MoDOT Standard Specifications section 6.3, "Liquidated Damages for Failure or Delay in Completing Work on Time", or as a credit for additional money due the contractor in accordance with The MoDOT Standard Specifications section 6.4, "Credit for Completion of Work Ahead of Time", and for no other purpose.

LIQUIDATED DAMAGES SPECIFIED FOR CLOSURE OF MAIN AND COMMERCIAL INTERSECTION (STAGE 1)

1.0 Construction and Closure of Main and Commercial Intersection (Stage 1). Once construction has started, is not completely constructed to plan design by March 15th, 2017 on the intersection and open to pedestrian and vehicular traffic, the Owner, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of $2,300 per day per entrance for each full day that the entrance is not fully complete and open to traffic, in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of excess closure time.

1.1 The said liquidated damages specified will be assessed regardless if whether it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction

COOPERATION BETWEEN CONTRACTORS

The Contractor shall coordinate with adjacent contracts according to MoDOT Standard Specifications Section 105.60 of the "Standard Specifications" and the following:

No adjustments will be made for delay or suspension of work due to the fault of the Contractor in coordinating project schedule, staging and work items with adjacent Contracts. This contract is one of several projects essential to the overall improvements to the historic downtown revitalization project.

CONTRACTOR REPRESENTATIVE AND RESPONSIBILITIES

The Contractor shall have on the work site at all times, as the Contractor's agent, a competent individual capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer. That individual shall have full authority to execute orders or directions of the Engineer without delay, and to promptly supply such material, equipment, tools, labor and incidentals as may be required. That individual shall coordinate work with all subcontractors, utility companies, other Contractors in the area and any other coordination needed.

Failure of the Contractor to have the Contractor's agent on the work site when work is in progress will be grounds for the City to issue a Stop Work Order. No further work will be allowed on site until the Contractor's agent is on the work site. The time that work is stopped will not be a basis for extension of the calendar day count. The day that work is stopped will count toward the calendar days called for in the contract.

The Contractor shall provide portable toilets at a minimum of one location on the project. No direct payment will be made for furnishing and maintaining toilet facilities. All construction personnel shall be restricted to the use of surrounding business restroom facilities and shall use the Contractor furnished restroom facility.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer in every way possible.

The Contractor and his agent shall attend a monthly meeting with City staff. The Contractor at the meeting shall submit a schedule of work in Gantt chart form. This meeting will be coordinated between City staff and the Contractor's Representative. At the pre-construction meeting a date and time will be set for the future monthly meetings. This date and time may be modified if agreed to by the Contractor and the City. Failure to attend monthly meetings with the City will be considered grounds for the City to withhold full Progress Payment until the situation is corrected.

COOPERATION WITH UTILITY COMPANIES

For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

Empire Electric
1901 State Hwy BB
Hollister, MO 65673 Mr. Junior Shook
Telephone: (417) 559-2228

Century Link
211 S. 3rd Street
Branson, MO 65616 Mr. Bill Towler
Telephone: (417) 334-9327

Sudden Link
769 N. 20th Stree
Ozark, MO 65721 Mr. Kirt Green
Telephone: (417) 231-2760

Summit Natural Gas
215 Gage Drive, Suite G
Hollister, Missouri 65672
Mr. David Wilson
Telephone: (417) 217-1360

City of Branson
110 W. Maddux Street, Suite 310
Branson, MO 65616
Telephone: (417) 339-7561

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1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the City at this time. This information is provided by the City "as-is" and the City expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the City shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

1.2 The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Section 105.7. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

1.3 The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the City from damages to any utility facilities interruption of service by it or its subcontractor's operation.

1.4 It shall be noted by the contractor that the City is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of City utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Prior to beginning work, the contractor shall request locates from Missouri One Call.

1.5 Connections from the mains to businesses/facilities for sanitary sewers, water and gas services, and other utility lines may or may not be indicated on the plans. Any conflict with these service lines from the businesses/facilities to the main, not specified as part of the utilities relocations, will be the responsibility of the Contractor to either relocate or work around at no cost to the project.

1.6 Any delay or extra cost to the Contractor caused by utilities or pipe lines or other underground structures or obstructions not shown by the plans, or found in locations different than those indicated shall not constitute a claim for extra work, additional payment, or damages.

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

The Contractor shall observe and comply with the Legal Regulations and Public Responsibilities according to Section 107 of the "Standard Specifications" and the following:

Protection of Existing Drainage Facilities During Construction:
All existing drainage structures shall be kept free of debris resulting from construction operations. All work and material necessary to prevent accumulation of debris in the drainage structures will be considered as incidental to the contract. Any debris in the drainage structures resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed.

Should reconstruction or adjustment of a drainage structure be required by the Engineer in the field, the necessary work and payment shall be done in accordance with the Standard Specifications.

Protection and Maintenance of Public and Private Property During Construction:
During construction, if the Contractor's forces encounter or otherwise becomes aware of any sewers, underdrains or field drains within the right-of-way other than those shown on the plans, they shall inform the Engineer. The Engineer shall direct the work necessary to maintain or replace the facilities in service, and to protect them from damage during construction if maintained. Existing facilities to be maintained that are damaged because of non-compliance with this provision shall be replaced at the Contractor's own expense. Should the Engineer direct the replacement of a facility, the necessary work and payment shall be done in accordance with the Standard Specifications.

The Contractor shall protect, shore, brace, support and maintain all underground pipes, conduits, drains and other underground construction uncovered or otherwise affected by the construction work performed by him. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, and other surface structures affected by construction operations in connection with the performance of the contract, together will all sod and shrubs in yards and parking areas crossed by, or adjacent to, the construction limits, shall be maintained and, if removed or otherwise damaged, shall be restored to the original condition whether within or outside the easement. All replacements of such underground construction and surface structures, or parts thereof, shall be made with new materials conforming to the requirements of these specifications, or if not specified, as approved by the Engineer.

The Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property or facility, regardless of location or character, which may be caused by moving, hauling, or otherwise transporting equipment, materials, or men to or from the work or any part or site thereof whether by him or his subcontractors. The Contractor shall make satisfactory and acceptable arrangements with the City of, or the agency or authority having jurisdiction over, the damaged property or facility concerning its repair or replacement or payment of costs incurred in connection with said damage.

No object outside of the right-of-way or easement limits shall be removed without the prior consent of the City or Owner of the tract of land on which such fence is located.

Construction Safety and Health Standards:
It is a condition of this contract and shall be made a condition of each subcontract entered into ursuant to this contract that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety, as determined under Federal Construction Safety and Health Standards.

PUBLIC CONVENIENCE AND SAFETY

The Contractor shall limit public inconveniences safety conflicts according to Article 107 of the "Standard Specifications" and the following:

Safety and Convenience:
The Contractor shall maintain entrances along the proposed improvement. Interference with traffic movements and inconvenience to the Engineer of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused by the Contractor, by complying with these requirements shall be considered as incidental to the contract and no additional compensation will be allowed.

Contractors shall plan their work so that there will be no open holes in the pavement and that all barricades will be removed from the roadway during non-working hours, except where required for public safety.

Construction Site Clean-Up
Cleanup shall follow immediately after and at the same rate as construction. Cleanup shall not be delayed until entire project is finished. Contractor shall clean all right-of-way AND easement areas that were occupied by him in connection with the construction. All disturbed brush and trees, all rubbish, excess materials, temporary structures, equipment, etc., shall be removed and the area left in a neat and presentable condition. If at any time during construction the Engineer determines that cleanup is not being accomplished, the Engineer may direct no additional work can be accomplished without meeting certain requirements. If so directed, no claim for additional time will be allowed.

PERMITS AND RIGHTS-OF-WAY

Unless specifically stated otherwise, the easements and rights of way for the construction will be provided by the City and all permits will be provided therefore. The Contractor shall confine his construction operations to the immediate vicinity of the location shown on the drawings, and shall use due care so as to cause the least possible damage to property.

Any delay associated with completion of the proposed work with these locations will be the sole responsibility of the Contractor and additional compensation for time delays or resulting liquidated damages will not be allowed.

All licenses, permits, certificates, etc., required for and in connection with the work to be performed under the provisions of these contract documents shall be secured by the Contractor entirely at his own expense.

PROTECTION OF STREAMS, LAKES, RESERVOIRS, NATURAL AREAS, WETLANDS, PRAIRIE AREAS, SAVANNAHS, AND ENDANGERED AND THREATENED SPECIES

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, reservoirs, and wetlands with fuels, oils, bitumens, calcium chloride, or other harmful materials according to Article 107 of the "Standard Specifications".
To prevent pollution by residual concrete and/or the byproduct of washing out the concrete trucks, concrete washout facilities shall be constructed and maintained on any project which includes cast-in-place concrete items. The concrete washout shall be constructed, maintained, and removed according to this special provision. Concrete washout facilities shall be required on all projects regardless of the need for NPDES permitting. On projects requiring NPDES permitting, concrete washout facilities shall also be addressed in the Storm Water Pollution Prevention Plan.

The Contractor shall submit a plan for the concrete washout facility, to the Engineer for approval, a minimum of 10 calendar days before the first concrete pour. The working concrete washout facility shall be in place before any delivery of concrete to the site. The Contractor shall ensure that all concrete washout activities are limited to the designated area.

The concrete washout facility shall be located no closer than 50 feet from any environmentally sensitive areas, such as water bodies, wetlands, and/or other areas indicated on the plans.
Adequate signage shall be placed at the washout facility and elsewhere as necessary to clearly indicate the location of the concrete washout facility to the operators of concrete trucks.

The concrete washout facility shall be adequately sized to fully contain the concrete washout needs of the project. The contents of the concrete washout facility shall not exceed 75% of the facility capacity. Once the 75% capacity is reached, concrete placement shall be discontinued until the facility is cleaned out. Hardened concrete shall be removed and properly disposed of outside the right-of-way. Slurry shall be allowed to evaporate, or shall be removed and properly disposed of outside the right-of-way. The Contractor shall immediately replace damaged basin liners or other washout facility components to prevent leakage of concrete waste from the washout facility. Concrete washout facilities shall be inspected by the Contractor after each use. Any and all spills shall be reported to the Engineer and cleaned up immediately. The Contractor shall remove the concrete washout facility when it is no longer needed.

Basis of Payment: This work will not be paid for separately, but shall be incidental to the concrete work items included in the contract.

LAND DISTURBANCE PERMIT & STORMWATER POLLUTION PREVENTION PLAN

Work in the vicinity of this project will be covered by the Land Disturbance/Grading Permit and Stormwater Pollution Prevention Plan bound herein and issued by the City of Branson. The Contractor shall complete the Stormwater Pollution Prevention Plan included in this contract, have it signed by the Consultant and the City of Branson, and have it approved before the Grading Permit will be issued for this project. No work will be allowed to begin until the Grading Permit is issued. The approval time for the Grading Permit will not be grounds for

claim for additional calendar days to be added to the contract. Contractor shall comply with all applicable restrictions. No additional payment will be made for this work. Copies of the SWPPP shall be kept at the site at all times.

TEMPORARY EROSION AND SEDIMENT CONTROL

The purpose of these specifications is to set forth certain temporary water pollution control measures that shall be required of the contractor.

The Contractor shall exercise best management practices throughout the life of the project to control water pollution. Construction of permanent drainage facilities as well as performance of other contract work that may contribute to the control of situation shall be accomplished at the earliest practicable time. Pollutants, such as chemicals, fuels, lubricants, bitumens, raw sewage, or other harmful material shall not be discharged from the project.

Description:

This work shall consist of furnishing, installing, maintaining, and removing temporary control measures as described in these specifications, shown on the plans or ordered by the Inspector. The control of water pollution will be accomplished through the use of INLET CHECKS, SILT SOCKS, and other erosion control devices or methods, in accordance with the specifications.

The temporary pollution control provisions contained herein shall be coordinated with the permanent erosion control features specified elsewhere in the contract to assure economical, effective and continuous erosion control. These provisions shall also apply to work within easements designated by the City. No additional payment will be made for this work.

Prior to the pre-construction conference and prior to the start of construction the contractor shall submit for acceptance his schedules for the implementation of temporary and permanent erosion control work. No work shall be started until the erosion control sequences and methods of operations have been approved by the City of Branson.

Construction Requirements:

The Inspector may limit the surface area of erodible earth material exposed by clearing and grubbing and/or removal of improvements, the surface area of erodible earth material exposed by excavation, borrow, and fill operations, and may direct the contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment. Such work may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, seeding or other control devices or methods as necessary to control erosion.

The Contractor shall be required to incorporate all permanent erosion control features into the project at the earliest practicable time. Temporary pollution control measures shall be used to correct conditions that develop during construction which were not foreseen during the design stage; that are needed prior to installation of permanent pollution control feature; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Removal operations shall be so scheduled and performed that grading operations and permanent erosion control features will follow immediately thereafter.

The inspector will limit the area of clearing and grubbing and/or removal of improvements, excavation, borrow, and embankment operations in progress commensurate with the contractor's capability and progress in keeping the finish grading, mulching, seeding, and limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately.

The Inspector may increase or decrease the amount of surface area of erodible earth material to be exposed at one time by clearing and grubbing and/or removal of improvements, excavation, borrow and fill operations as determined by his analysis of project conditions.

Unless otherwise provided or approved in writing by the City of Branson, construction operations in rivers, streams, and impoundment's temporary or permanent structures, shall be promptly cleared of all false work, piling, debris or other obstructions placed therein or caused by the construction operations.

The location of all local material pits other than commercially operated sources and all excess material areas shall be subject to the approval of the City of Branson, and construction operations shall be conducted and pollution control measures implements so that erosion will not result in water pollution.

In the event of conflict between these requirements and pollution control laws, rules, or regulations of other Federal, State, or local agencies, the more restrictive laws, rules, or regulations shall apply.

OVERFLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface, and possible ground or other waters will be encountered at various times and locations during the work. Such waters may interfere with Contractor's operation and may cause damage to adjacent or downstream private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. The Contractor will be required to repair any and all damage caused by said waters. The Contractor, by submitting a bid, assumes all said risk and the Contractor acknowledges that his bid was prepared accordingly.

EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the contractor shall notify police or other emergency agencies immediately as needed. The engineer shall also be notified when the contractor requests emergency assistance.

2.0 In addition to the 911 emergency telephone number for ambulance, fire or police services, the following agencies may also be notified for accident or emergency situation within the project limits

Missouri Highway Patrol (573-526-6174)		
City of Branson, MO		
(Fire: 417-243-2790)		
(Police: 417-337-8537)		

2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.

2.2 The contractor shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

3.0 No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

COMPLETION DATE

It is the intent of the City of Branson that this project be constructed in an orderly and timely manner. This contract is one of several projects essential to the overall improvements to the revitalization of Historic Downtown Branson. Each of the contracts depends on certain portions of the work to be completed by others in order to complete the project on schedule. The Contractor shall take special note of the provisions of Article 108.7 "Standard Specifications" which shall be adhered to.

COMPLETION DATE

Historic Downtown Branson is a vital part of the City's overall economic development and timely construction of the proposed improvements is important to maintain economic revenue for the downtown business the Engineer. On this basis, the Contractor shall complete, on or before 11:59 PM on May 19th, 2017, all work under this agreement as specified in MoDOT Standard Specifications, Section 108.7.

LIQUIDATED DAMAGES FOR DELAY(S)

In accordance with the provisions of MoDOT Standard Specifications, Section 108.8 (FAILURE OR DELAY IN COMPLETING WORK ON TIME) the Contractor shall pay the City a sum of $3,300 per day, as liquidated damages for each and every calendar day beyond the Contract Completion Date of May 19th, 2017.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES

1.0 Description

The contractor shall comply with all laws pertaining to the Americans with Disabilities Act

(ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA Checklist is provided herein to be utilized by the contractor for verifying compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.

2.0 ADA Checklist

The contractor can locate the ADA Checklist form on the MoDOT website:

http://www.modot.mo.gov/business/contractor_resources/forms.htm

2.1 The ADA Checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the Owner's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

2.2 It is encouraged that the contractor monitors the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-complaint items to remain.

3.0 Coordination of Construction

3.1 Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour complaint with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-

construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

3.2 When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.

4.0 Final Acceptance of Work

The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer. Documentation must be provided about the location of any non-complaint items that are allowed to remain at the end of the construction project. Specific details of the non- complaint items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

4.1 Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.

5.0 Basis of Payment

The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.

5.1 No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract documents.

FIELD VERIFICATION

Plan details for this contract work are based upon available plans, marked utilities and field surveys performed in conjunction with plan preparation for this proposed work. No warranty is made on either the accuracy or completeness of these available documents. It is the Contractor's (Bidder's) responsibility to assess the actual field conditions and verify the location of all utilities and verify whichever dimensions are required for the performance of the work.

CONTRACTOR FURNISHED QC/QA MATERIAL TESTING

Description

The Contractor shall submit certifications and substantiating test reports, furnished by the supplier or fabricator for all materials incorporated into the work, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the City for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency

(ASTM, AASHTO, AWWA, AWS, etc.) is designated, the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

Construction Requirements

All submittals for samples, tests, and certification shall bear the name and address of the Contractor and supplier; the name of the project, and the specification reference for the material being submitted. Submittals not bearing this information will be rejected and returned without further review.

The Contractor shall employ at his expense a competent testing laboratory. The laboratory used shall be subject to the approval of the City of Branson. The name of the testing laboratory shall be submitted to the City of Branson at least 10 calendar days prior to any testing.

The following field-testing, if applicable, and certifications will be required by the Contractor at his expense:

A. Soil properties: Classification, Atterberg Limits and a moisture density relationship for each type of proposed borrow material.

B. Aggregate base: Name of supplier, source, gradation, and supplier certification.

C. Precast Concrete: Name of source and supplier of concrete and concrete materials, mix design, and supplier's certification.

D. Cast in place concrete: Name of supplier of concrete and source of aggregate, cement, admixtures, mix design, and supplier's certification.

E. Oil for Tack Coats: Name of suppliers, source of oil, and supplier's certification.

F. Plant mix bituminous surface and base:

1. Name of supplier, source of materials used in the mix, mix design to be used, and supplier's certification.

2. One density and extraction test will be taken per 500 linear feet of pavement

at locations designated by Engineer.

G. Supplier's certification for all other materials used in the work.

Testing and sampling shall be done in accordance with the Standard Specifications or job Special Provisions as specified.

Three copies of all test reports and certifications shall be submitted to the City of Branson for review.

The City of Branson reserves the right to waive certain tests or to require additional tests should job conditions or workmanship warrant. Such additional tests will be provided at the Contractor's expense except as otherwise provided for Defective Work.

The Contractor will perform or employ a competent testing laboratory to perform the following job control tests, if applicable:

A. Soil and Aggregate Base Density Tests. One test shall be made per 300 linear feet of roadway on exposed compacted subgrade and in each lift of embankment.

B. Cast in place concrete: One slump test, one air entrainment test, and 4 compression test cylinders will be taken for each concrete placement or for each 25 cubic yards placed.

The Contractor will notify the City of Branson in advance of work requiring field inspection or testing in accordance with the Job Special Provisions.

Basis of Payment
All costs to retain a competent testing representative to perform the quality control tests listed in this special provision shall be paid at the lump sum unit cost for CONTRACTOR FURNISHED QC/QA MATERIAL TESTING.

REMOVAL OF IMPROVEMENTS

Description
Work associated with this pay item shall be performed in accordance with MoDOT Standard Specifications, Sec. 202 of the Standard Specifications and as specified herein.

The removal and disposal of all existing landscaping blocks, stone, reinforced concrete retaining walls, concrete stairs, sign foundations, underground conduit, underground utility facilities, storm sewer pipe, drainage structures, trees, landscaping bushes, light poles, light pole foundations, and any other items shown on the plans shall be included as part of this pay item.

The removal or adjustment of any underground utility valves that are in conflict with the proposed work are included as part of this pay item.

The relocation or salvage of any existing newspaper boxes, street furniture, benches, trash cans, recycling bins, memorial plaques, street lights, and signs to a location specified by the City of Branson will be included as part of this pay item. These items shall remain the property of the City and are to be removed and relocated to a location provided by the city.

The removal of any existing foundations in conflict with the proposed improvements will be included in the cost for this pay item.

This item provides for relocating and mounting existing signs of various sizes to new or existing posts at locations shown on the plans. The Contractor shall be responsible for all existing signs to be relocated. During construction, if any sign to be relocated is lost, stolen, or damaged in any way, the Contractor shall be responsible for all costs.

Construction Requirements

Where partial removal of the pavement or curb and gutter is required, the Contractor shall use a concrete saw cutting completely through the pavement or curb and gutter leaving a straight, uniform edge and adjoining the new work. Where possible, removal will be made at the next available construction joint. Saw cuts shall be performed at the transition between all new pavement and existing payment. This includes asphalt and concrete surfacing. Saw cuts shall be full depth. The saw cuts shall include, but not be limited to, ends of project, side streets, driveways, and locations noted on the plans. Saw cuts shall be considered incidental REMOVAL OF IMPROVEMENTS and shall not be paid for directly.

The contractor shall install new sign support posts at the locations shown and then relocate and mount existing signs to the new posts. All work shall be in accordance with the construction requirements of Section 903.

Basis of Payment

All costs incurred for relocating and mounting existing signs to new posts at the locations shown, complete in place, will be included in the contract unit price for REMOVAL OF IMPROVEMENTS. Payment for all other labor, equipment, material, and incidental items will be considered completely covered by the bid items included in the contract.

EXCAVATION (UNCLASSIFIED)

Description

Excavation for roadway will consist of all excavation of whatever character material encountered within the project limits. Excavation shall be performed in accordance with the provisions of Section 203 of the MoDOT Standard Specification, except as provided in this Job Special Provision.

Construction Requirements

The bid quantity for Excavation includes only excavation within the project limits required to construct the improvement project to the lines and grades shown on the drawings. Excavation for the installation of proposed retaining walls and other concrete structures within the project limits will be included in the overall cost for Excavation and will not be paid separately.

Excavation necessary for the installation of proposed water main, electrical conduit, and irrigation conduit improvements will not be paid separately, but will be included in the cost for each associated pay item.

Payment for Excavation will be made on a plan quantity basis at the unit price bid per cubic yard. Payment includes compensation for materials and equipment required for excavating and hauling to embankment areas or disposing excess or unsuitable material in the manner approved.

No additional payment will be made for rock excavation for bid items designated as Excavation. Excavation and embankment quantities are computed and shown for the convenience of the bidder only. The Contractor shall verify and be satisfied with the plan quantity. No additional payment will be made for excavation, embankment or clearing, other than what is indicated in the Bid Proposal. The plan quantity shall govern over the actual constructed quantity and payment will

be made on plan quantity only.

Borrow: If soil must be imported to the site to complete the grading work, the Contractor is required to obtain the off-site fill material. The Contractor is required to obtain written approval from the City prior to placement of any borrow material. Any material placed without written approval may be required to be removed and disposed of at the Contractor's expense. The Contractor shall obtain all necessary grading permits, erosion control & land disturbance permits. All off-site disturbed areas shall be re-graded, seeded, fertilized and mulched.

Basis of Payment
No direct Payment will be made for this item of work

EMBANKMENT IN PLACE WITH COMPACTION

Description
Work associated with this pay item shall be performed in accordance with Sec. 203 of the Standard Specifications and as specified herein.

Embankment shall be constructed in accordance with this Specification. This work shall consist of constructing the required embankments from borrow materials obtained from sources selected by the Contractor and approved by the Engineer. This work shall be performed in conformance with the lines, grades and typical sections shown on the plans.

Construction Requirements
Prior to beginning excavation and embankment operations, clearing, grubbing and stripping shall be performed in that area. The existing asphalt driving surface and aggregate base (or existing gravel surface) shall be scarified and completely broken up to a minimum depth of at least six inches the full project length. Existing slopes steeper than 3 horizontal to 1 vertical will be cut and benched as indicated on the drawings or as directed by the Engineer. In areas in which less than 18" of compacted fill is to be placed over the old roadbed, the scarified pavement will be removed or redistributed in areas where more than 18" of fill will be placed.

The scarified material and the exposed existing subgrade shall be compacted using a "sheepsfoot" roller of sufficient weight and number of passes being made until no pumping is observed using a roller, which must have a manufacturer's rating of at least 15 tons compacting power, or a tandem axle truck makes slow passes over the compacted surface. Should the existing subgrade prove to be unsuitable, the Contractor shall perform stabilization measures as specified in the section of these Special Provisions entitled "UNDERGRADING".

The Contractor shall endeavor to maintain the exposed subgrade in good condition, primarily by means of providing for proper drainage of the roadbed. If, through negligence on the part of the Contractor, the exposed subgrade degrades and becomes unsuitable, the Contractor, at his own expense, shall perform stabilization measures as specified in the section of these Special Provisions entitled "UNDERGRADING".

Embankment Material shall be clayey soils containing a high chert content, obtained from on-site sources or off-site borrow areas selected by the Contractor and meeting with the approval of the
Engineer. Samples of all proposed fill materials shall be submitted to a soil testing agency approved by the Engineer for determination of soil classification, Atterberg Limits and moisture density relation curve per AASHTO T99 or ASTM D 698 at the Contractor's expense.
Accompanying the laboratory test results, the Contractor shall also submit a statement from a qualified soils engineer, in the employ of the testing laboratory, as to the suitability of the proposed fill material for road fill, the recommended moisture content range for proper compaction, the internal angle of friction expected for the compacted fill material and any additional friction expected for the compacted fill material and any additional recommendations regarding compaction and stabilization. Should a noticeable discrepancy be observed between the characteristics of the sample(s) submitted and the fill materials delivered to the site, the Contractor shall submit a new sample(s) representative of the delivered fill materials for the required laboratory tests at the Contractor's expense. Copies of the soil reports shall be submitted to the Engineer for review and approval prior to fill operations.

All fill materials shall be placed in 8 inch maximum loose lifts at the recommended moisture content and compacted to 95 percent of maximum density as determined by the Standard Proctor Compaction Test. Where possible, embankment fill shall be compacted using a sheepsfoot roller sufficiently heavy to produce interlocking between lifts. The Contractor shall achieve the required moisture content at his expense by wetting or drying as required. Field density and moisture content tests shall be provided to the Engineer.

Backfill around structures shall be compacted, to the extent necessary to prevent future settlement, by tamping or other means acceptable to the Engineer. Hand compacted fill shall be placed in layers not to exceed 6 inches in thickness, wetted if necessary, and tamped with hand or mechanical tampers until compaction is equivalent to that of adjoining materials.

Basis of Payment
No direct Payment will be made for this item of work

UNDERGRADING

Description
Work associated with this pay item shall be performed in accordance with Sec. 203 of the Standard Specifications and as specified herein.

Should the existing subgrade prove to be unsuitable as determined by the City, the Contractor shall perform one of the following stabilization measures with the method used depending on the depth of suitable subgrade:

1. SUBGRADE STABILIZATION USING EARTH FILL

   Where it is determined the depth of unsuitable subgrade is twenty-four (24) inches or less, the unsuitable subgrade shall be removed, disposed of and replaced using material and compaction methods stated in these Special Provisions for EMBANKMENT. The volume of unsuitable subgrade removed will be measured to the nearest cubic yard determined by field measurement of the hole by the City. This measurement shall be completed prior to filling the area. Payment shall be made at the contract unit price for UNDERGRADING which shall cover the removal and disposal of unsuitable subgrade and the procurement, hauling and placement of replacement material.

2. SUBGRADE STABILIZATION USING SHOT ROCK

   Where it is determined the depth of unsuitable subgrade is greater than twenty-four (24) inches, the unsuitable subgrade shall be removed to a depth of twenty-four (24) inches, disposed of and replaced using a twenty-four (24) inch thick layer of four (4) to six (6) inch crushed limestone containing a minimal fines. The layer of shot rock shall be compacted by means of two passes of a dozer, D8 or larger. The volume of unsuitable subgrade removed will be measured to the nearest cubic yard determined by field measurement of the hole by the City. This measurement shall be completed prior to filling the area. Payment shall be made at the contract unit price for UNDERGRADING which shall cover the removal and disposal of the unsuitable subgrade and the procurement, hauling and placement of replacement material.

Basis of Payment
The final actual quantities of Subgrade Stabilization Using Earth Fill and Subgrade Stabilization Using Shot Rock will be compared with the estimated plan quantities and the contract quantities of each item shall be adjusted, overrun or under run, by means of change order using the respective contract unit price established for UNDERGRADING. There shall be no adjustment to the contract unit price of these items whether the quantity is zeroed out, under run, or overrun.

CONCRETE PAVEMENT (INCLUDING BASE AGGREGATE)

Description
Work associated with this pay item shall be performed in accordance with Sec. 502 of the Standard Specifications and as specified herein.

Quantities computed for this item are based on plan dimensions and lengths. The following locations have been generally summarized below to indicate where CONCRETE PAVEMENT (INCLUDING BASE AGGREGATE) will be applied:

1. Outline ribbon locations at the intersections.
2. Pavement ramp to intersections.
3. Outline areas above and below proposed cross walk areas shown on the plans.
4. Variable-height curb walls and miscellaneous retaining wall locations.

The above locations are not considered to be all encompassing, but reflect general areas where the use of CONCRETE PAVEMENT (VARIABLE THICKNESS) was applied.

Basis of Payment
Payment for CONCRETE PAVEMENT (INCLUDING BASE AGGREGATE) will be made on a square yard basis using plan quantities. No additional payment will be made if the Contractor exceeds the planned dimensions.

Payment will include all backfill (with 5/8-inch clean limestone) and soil as appropriate, reinforcing steel, concrete, aggregate base, forming materials and all other items necessary for construction. Concrete shall have a 28-day compressive strength of 4,000 psi; reinforcing steel shall be grade 60.

TRUNCATED DOMES

Description
This work shall be performed in accordance with Sec. 2210 of Branson's Technical Specifications for Public Improvement Projects and associated details in the plans.

CONCRETE SIDEWALK

Description
This work shall conform to Section 608 of the Standard Specifications and the detail herein.
General
Surface shall be scored in two (2) foot squares with a directional broom finish. Tooled joints,

which are at right angles to the edge of the walk, should be placed at 2 foot (2') intervals. These joints shall be at least 1 ½ inches deep and not less than 1/8 inches wide, but no more than ¼ inches wide.

Expansion joints (1/2 inch) shall be placed in the sidewalks at intervals of 200 feet. They shall also be placed between the new sidewalks and the existing pavements. Asphalt joints or fiber joints with rubber joint sealer may be used. Expansion joints (1/2 inch) shall be placed between all existing structures and the new sidewalks.

Curing and protection shall be in accordance with Section 608 of the Standard Specifications.

ADA Curb Ramps will be placed at locations shown on the plans. The basis of payment for this work shall be paid separately as ADA CURB RAMP and will not be included in the cost for sidewalk pay items.

Method of Measurement
Measurement for this work will be per SQUARE YARD.

Basis of Payment
Basis of payment will be at the contract unit price per SQUARE YARD for CONCRETE SIDEWALK of the type and thickness specified.

MAINTENANCE OF TRAFFIC

1.0 Description
Work zone traffic management shall be in accordance with applicable portions of Section 100 and Section 600 of the Standard Specifications, and specifically as follows.

2.1 Traffic Management Schedule

2.2 Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.

2.3 The contractor shall notify the engineer prior to lane closures or shifting traffic onto detours.

2.4 The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

2.5 In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Sidewalks and lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

3.0 Traffic Congestion
The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone.

4.0 Traffic Delay
The contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

5.1 Work Hour Restrictions.

5.2 There are many holiday and special events scheduled for downtown Branson. The following holidays and special events are listed below:

DATE	HOLIDAY / SPECIAL EVENT
12/25/2016	Christmas Day
01/01/2017	New Year's Day
01/16/2017	MLK Birthday
05/20/2017	Armed Forces Day
5/29/2017	Memorial Day

All sidewalks and lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day proceeding the holiday or special event until 9:00 a.m. on the first working day subsequent to the holiday or special event.

5.3 The contractor shall not perform any construction operation on the roadway, roadbed or active sidewalks and lanes, including the hauling of material within the project limits, during restricted periods, holiday periods or other special events specified in the contract documents.

5.4 The contractor shall be aware that traffic data indicates construction operations on the roadbed between the hours of 9 a.m. and 5 pm. Monday through Sunday will likely result in traffic queues greater than 15 minutes. Based on this data the contractors operations will be restricted accordingly unless it can be successfully demonstrated that their operations can be performed without a 15 minute queue in traffic. It shall be the responsibility of the engineer to determine if the above work hours may be modified. Working hours for evenings, weekends and holidays will be evaluated upon the Contractor's request.

5.5 Any work requiring a reduction in the number of through sidewalks and lanes of

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nighttime hours. Nighttime hours shall be considered to be 6:00 p.m. to 6:00 a.m. for this project.

6.1 Detours and Lane Closures.

6.2 The contractor shall provide changeable message signs notifying motorists of future traffic disruption and possible traffic delays one week before traffic is shifted to a detour or prior to lane closures. The changeable message sign shall be installed at a location as approved or directed by the engineer.

6.3 At least one lane of traffic in each direction on Commercial Street shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic. Periods during which the contractor will be allowed to halt traffic will be designated by the engineer.

6.4 If a property has only one entrance, the Contractor shall construct entrance one half at a time if feasible or provide temporary entrance to the property. If other arrangements are made with the property owner the Contractor shall provide a copy signed by the property owner to the City. As each construction sub phase is completed, aggregate base is to be placed and also asphalt base, as weather permits. If the asphalt pavement alternative is selected, no asphalt surface course may be placed until the entire asphalt base has been completed for the full project limits.

7.0 Construction Phasing Plan

7.1 The contractor shall be required to prepare a construction phasing plan for this project that meets the requirements of the Public Works Department. This plan must include a detailed description of the construction phasing, access plans for area businesses, traffic control plan for each phase, and any other pertinent information. This plan must be submitted to the project engineer well in advance of construction. If the plan is not acceptable, the contractor will be required to adjust his plan as necessary to satisfy the Public Works Department.

7.1.1 Elements of the phasing plan must show how access to the existing businesses throughout the downtown will be maintained during construction.

7.1.2 Elements of the plan must also include specific information related to the signing, pavement marking, designated parking areas, open trench protection measures, underground improvement installation plan, utility connection logistics, construction informational signing, and all associated temporary sidewalk platform detail necessary to maintain uninterrupted access to the downtown businesses.

8.0 Installation and Maintenance of Traffic Control Devises

All signing and barricades shall conform to the Manual on Uniform Traffic Control Devices (2009 edition) published by the Federal Highway Administration, including any revision thereto. Where barricades are required, they shall be an 8-foot minimum rather than the 2-foot minimum as shown in the Traffic Control Manual.

Traffic control devices shall be set up prior to the start of construction and construction shall not begin until the signing and barricading has been reviewed by the City of Branson. All traffic control devices shall be properly maintained for the project duration. They shall remain in place only as long as they are needed and shall be removed immediately thereafter. When operations are performed in stages, there shall be in place only those devices that apply to the conditions present during the stage in progress. Signs that do not apply to conditions present shall be removed, covered, or turned so as not to be readable by oncoming traffic. Contractor shall be responsible for providing and maintaining all traffic control devices and flag persons as necessary to protect the work area and safeguard and direct traffic around the work.

MAINTENANCE OF TRAFFIC includes but is not limited to: removing existing signs during the construction period, relocating the signs to the appropriate place after construction and replacing any signs damaged during construction. Stop signs and street name signs shall remain erect and maintained at all times.

Temporary markings will be required after the asphalt base is completed, prior to final surfacing as needed to safely channel traffic unless otherwise directed by the Engineer.

The traffic control provisions called for on the Traffic Control Plans are the minimum requirements for traffic control and the Contractor shall implement additional measures as deemed appropriate by the City of Branson at no additional cost to the City. Cost of all traffic control measures used, including but not limited to flag persons, channelizer barrels, cones, barricades, flashers, existing striping removal, temporary striping requirements, temporary sidewalk platforms, and temporary aggregate surfacing, shall be considered covered by the contract amount for the pay item, MAINTENANCE OF TRAFFIC. Upon failure of the Contractor to comply with any traffic control directive given by the City Engineer, the City shall have the authority to cause said conditions to be corrected and to deduct the associated cost from any payment due, or which may become due, the Contractor.

The Contractor shall submit any variations or different concepts for the Traffic Control Plans to the City in writing and drawing format. The variations will only be allowed if approved by the City Engineer in writing.

9.0 Basis of Payment

No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document. All costs shall be included in the lump sum unit cost for MAINTENANCE OF TRAFFIC.

TEMPORARY CONSTRUCTION SIGNING (SPECIAL)

Description
Work shall consist of furnishing, maintaining, updating, relocating, and removing a proposed temporary signage, promoting the improvements and business accessibility during construction. The proposed sign locations shall be installed at the locations shown on the plans and the content shall be coordinated with the City.

Basis of Payment
The work required furnishing, maintaining, updating, relocating and remove the proposed information signage shall be paid at the unit cost EACH for TEMPROARY CONSTRUCTION SIGNING (SPECIAL)

STORM INLET AND STORM BOXES

Description
This work shall be constructed in accordance with details shown in the plans and Section 731 of the Standard Specifications as modified herein.

Submittals
The Contractor shall be responsible for determining exact invert information from field conditions, especially when proposed structures are connecting the proposed drainage system to existing storm sewer systems. The contractor shall submit complete shop drawings prior to fabrication of any precast structures. Shop drawings shall confirm invert elevations from field information that may result in modifications due to adjustments for utilities.

Construction Details
No additional payments will be made for connection of new or existing storm sewer pipes or culverts. This work will be considered to be incidental. Pre-cast flared end sections, elbows and bend sections shall be included in the pipe cost (unless provided for otherwise) with no additional payment allowed.

Storm sewer shall be constructed in accordance with the provisions of the Standard Specifications with the exception that payment for storm sewer items shall cover all labor, material, excavation, bedding, backfill, etc., required to construct the finished storm sewer structure.

Manholes steps shall be provided in all storm sewer structures that exceed 5 ft. in height; this includes but is not limited to drop inlets, junction boxes and area inlets.

Where storm sewer excavation may impair the stability of utility poles, sign posts, etc., the Contractor shall take measures to brace the poles or posts until the trench has been backfilled. Trench backfill near such poles or posts shall be placed in 6 inch lifts and compacted using mechanical tampers to 95% of standard proctor maximum density.

Method of Measurement
Measurement for this work will be per EACH of the various types specified.

Basis of Payment
Payment for this work will be paid for at the contract unit price per EACH for the various types specified of INLETS AND JUNCTION BOX

WOOD MULCH / PLANTING BACKFILL MIX

PART 1 – GENERAL

1.1 RELATED DOCUMENTS
- A. Drawings and general provisions of the Contract, including General and Job Special Conditions and apply to this Section.

1.2 SUMMARY
- A. Section includes planting soils specified by composition of the mixes.
- B. Related Requirements:
  1. "Plants" for placing planting soil for plantings.

1.3 DEFINITIONS
- A. AAPFCO: Association of American Plant Food Control Officials.
- B. Backfill: The earth used to replace or the act of replacing earth in an excavation. This can be amended or unamended soil as indicated.
- C. CEC: Cation exchange capacity.
- D. Compost: The product resulting from the controlled biological decomposition of organic material that has been sanitized through the generation of heat and stabilized to the point that it is beneficial to plant growth.
- E. Duff Layer: A surface layer of soil, typical of forested areas, that is composed of mostly decayed leaves, twigs, and detritus.
- F. Imported Soil: Soil that is transported to Project site for use.
- G. Layered Soil Assembly: A designed series of planting soils, layered on each other, that together produce an environment for plant growth.
- H. Manufactured Soil: Soil produced by blending soils, sand, stabilized organic soil amendments, and other materials to produce planting soil.
- I. NAPT: North American Proficiency Testing Program. An SSSA program to assist soil-, plant-, and water-testing laboratories through interlaboratory sample exchanges and statistical evaluation of analytical data.
- J. Organic Matter: The total of organic materials in soil exclusive of undecayed plant and animal tissues, their partial decomposition products, and the soil biomass; also called "humus" or "soil organic matter."
- K. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified as specified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- L. RCRA Metals: Hazardous metals identified by the EPA under the Resource Conservation and Recovery Act.
- M. SSSA: Soil Science Society of America.

N. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

O. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.

P. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil"; but in disturbed areas such as urban environments, the surface soil can be subsoil.

Q. USCC: U.S. Composting Council.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at project site.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include test data substantiating that products comply with requirements.
2. Include sieve analyses for aggregate materials.
3. Material Certificates: For each type of imported soil and soil amendment and fertilizer before delivery to the site, according to the following:
   a. Manufacturer's qualified testing agency's certified analysis of standard products.
   b. Analysis of fertilizers, by a qualified testing agency, made according to AAPFCO methods for testing and labeling and according to AAPFCO's SUIP #25.
   c. Analysis of nonstandard materials, by a qualified testing agency, made according to SSSA methods, where applicable.

B. Samples: For each bulk-supplied material, 1-quart volume of each in sealed containers labeled with content, source, and date obtained. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of composition, color, and texture.

C. Testing Agency Qualifications: An independent, state-operated, or university-operated laboratory; experienced in soil science, soil testing, and plant nutrition; with the experience and capability to conduct the testing indicated; and that specializes in types of tests to be performed.

1. Multiple Laboratories: At Contractor's option, work may be divided among qualified testing laboratories specializing in physical testing, chemical testing, and fertility testing.

1.6 TESTING REQUIREMENTS

A. General: Perform tests on soil samples according to requirements in this article.

B. Physical Testing:

1. Soil Texture: Soil-particle, size-distribution analysis by one of the following methods according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods":
   a. Sieving Method: Report sand-gradation percentages for very coarse, coarse, medium, fine, and very fine sand; and fragment-gradation (gravel) percentages for fine, medium, and coarse fragments; according to USDA sand and fragment sizes.
   b. Hydrometer Method: Report percentages of sand, silt, and clay.
2. Total Porosity: Calculate using particle density and bulk density according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods."
3. Water Retention: According to SSSA's "Methods of Soil Analysis - Part 1- Physical and Mineralogical Methods."
4. Saturated Hydraulic Conductivity: According to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods"; at 85% compaction according to ASTM D 698 (Standard Proctor).

C. Chemical Testing:
1. CEC: Analysis by sodium saturation at pH 7 according to SSSA's "Methods of Soil Analysis - Part 3- Chemical Methods."
2. Clay Mineralogy: Analysis and estimated percentage of expandable clay minerals using CEC by ammonium saturation at pH 7 according to SSSA's "Methods of Soil Analysis - Part 1- Physical and Mineralogical Methods."
3. Metals Hazardous to Human Health: Test for presence and quantities of RCRA metals including aluminum, arsenic, barium, copper, cadmium, chromium, cobalt, lead, lithium, and vanadium. If RCRA metals are present, include recommendations for corrective action.
4. Phytotoxicity: Test for plant-available concentrations of phytotoxic minerals including aluminum, arsenic, barium, cadmium, chlorides, chromium, cobalt, copper, lead, lithium, mercury, nickel, selenium, silver, sodium, strontium, tin, titanium, vanadium, and zinc.

D. Fertility Testing: Soil-fertility analysis according to standard laboratory protocol of SSSA NAPT NCR-13 including the following:
1. Percentage of organic matter.
2. CEC, calcium percent of CEC, and magnesium percent of CEC.
3. Soil reaction (acidity/alkalinity pH value).
4. Buffered acidity or alkalinity.
5. Nitrogen ppm.
6. Phosphorous ppm.
7. Potassium ppm.
8. Manganese ppm.
9. Manganese-availability ppm.
10. Zinc ppm.
11. Zinc availability ppm.
12. Copper ppm.

13. Sodium absorption ratio.
14. Soluble-salts ppm.
15. Presence and quantities of problem materials including salts and metals cited in the Standard protocol. If such problem materials are present, provide additional recommendations for corrective action.
16. Other deleterious materials, including their characteristics and content of each.

E. Organic-Matter Content: Analysis using loss-by-ignition method according to SSSA's "Methods of Soil Analysis - Part 3- Chemical Methods."

F. Recommendations: Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated to produce satisfactory planting soil suitable for healthy, viable plants indicated. Include, at a minimum, recommendations for nitrogen, phosphorous, and potassium fertilization, and for micronutrients.
1. Fertilizers and Soil Amendment Rates: State recommendations in weight per 1000 sq. ft.
2. Soil Reaction: State the recommended liming rates for raising pH or sulfur for lowering pH according to the buffered acidity or buffered alkalinity in weight per 1000 sq. ft.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with state and Federal laws if applicable.
B. Bulk Materials:
1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Do not move or handle materials when they are wet or frozen.
4. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

PART 2 – PRODUCTS

2.1 MATERIALS
A. Regional Materials: Imported soil manufactured planting soil and soil amendments and fertilizers shall be manufactured within 500 miles of Project site from materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles of Project site.

2.2 PLANTING SOILS
A. General: Soil amendments, fertilizers, and rates of application specified in this article are guidelines that may need revision based on testing laboratory's recommendations after preconstruction soil analyses are performed.

B. Planting-Soil Type: Imported, naturally formed soil from off-site sources and consisting of loam to sandy loam soil according to USDA textures; and modified to produce viable planting soil.

1. Sources: Take imported, unamended soil from sources that are naturally well-drained sites where topsoil occurs at least 6 inches deep, not from bogs, or marshes; and that do not contain undesirable organisms; disease-causing plant pathogens; or obnoxious weeds and invasive plants including, but not limited to, quackgrass, Johnsongrass, poison ivy, nutsedge, nimblewill, Canada thistle, bindweed, bentgrass, wild garlic, ground ivy, perennial sorrel, and bromegrass.
2. Additional Properties of Imported Soil before Amending: Soil reaction of pH 6 to 7 and minimum of 2 percent organic-matter content, friable, and with sufficient structure to give good tilth and aeration.
3. Unacceptable Properties: Clean soil of the following:
   a. Unacceptable Materials: Concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
   b. Unsuitable Materials: Stones, roots, plants, sod, clay lumps, and pockets of coarse sand that exceed a combined maximum of 8 percent by dry weight of the imported soil.
   c. Large Materials: Stones, clods, roots, clay lumps, and pockets of coarse sand exceeding 2 inches in any dimension.
4. Amended Soil Composition: Blend imported, unamended soil with the following soil amendments and fertilizers in the following quantities to produce planting soil:
   a. Ratio of Loose Compost to Soil: 1:8 by volume.
   b. Weight of Commercial Fertilizer: 10 lbs. per 500 Cu. Ft..
5. Compost: Well-composted, stable, and weed-free organic matter produced by composting feedstock, and bearing USCC's "Seal of Testing Assurance," and as follows:
6. Feedstock: Limited to leaves.
7. Reaction: pH of 6.0 to 7.0.
8. Soluble-Salt Concentration: Less than 4 dS/m.
9. Moisture Content: 35 to 55 percent by weight.
10. Organic-Matter Content: 30 to 40 percent of dry weight.
11. Particle Size: Minimum of 98 percent passing through a 2-inch sieve.

2.3 PLANTER WOOD MULCH

Shredded cedar, cypress or hardwood; dyed brown in color. Submit type and source for approval.

2.4 ORGANIC SOIL AMENDMENTS

A. Wood Derivatives: Shredded and composted, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.

1. Partially Decomposed Wood Derivatives: In lieu of shredded and

composted wood derivatives, mix shredded and partially decomposed wood derivatives with ammonium nitrate at a minimum rate of 0.15 lb/cu. ft. of loose sawdust or ground bark.

2.5 FERTILIZERS

A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified testing agency.

PART 3 - EXECUTION

3.1 GENERAL

A. Place planting soil and fertilizers according to requirements in other Specification Sections.

B. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil.

C. Proceed with placement only after unsatisfactory conditions have been corrected.

3.2 PREPARATION OF UNAMENDED, ON-SITE SOIL BEFORE AMENDING

A. Excavation: Excavate soil from designated area(s) to a depth of 12 inches.

B. Unacceptable Materials: Clean soil of concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.

3.3 PLACING AND MIXING PLANTING SOIL OVER EXPOSED SUBGRADE

A. General: Apply and mix unamended soil with amendments on-site to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.

B. Subgrade Preparation: Till subgrade to a minimum depth of 6 inches. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. Apply, add soil amendments, and mix approximately half the thickness of unamended soil over prepared, loosened subgrade according to "Mixing" Paragraph below. Mix thoroughly into top 6 inches of subgrade. Spread remainder of planting soil.

C. Mixing: Spread unamended soil to total depth of 6 inches but not less than required to meet finish grades after mixing with amendments and natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.

1. Amendments: Apply soil amendments and fertilizer, if required, evenly on surface, and thoroughly blend them with unamended soil to produce planting soil.

a. Mix fertilizer with planting soil no more than seven days before planting.

2. Lifts: Apply and mix unamended soil and amendments in lifts not exceeding 12 inches in loose depth for material compacted by compaction equipment, and not more than 6 inches in loose depth for material compacted by hand-operated tampers.

D. Compaction: Compact each blended lift of planting soil to 75 percent of maximum Standard Proctor density according to ASTM D 698 and tested in-place.

E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.4 PLACING MANUFACTURED PLANTING SOIL OVER EXPOSED SUBGRADE

A. General: Apply manufactured soil on-site in its final, blended condition. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.

B. Subgrade Preparation: Remove stones larger than 2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. Apply approximately half the thickness of planting soil over prepared, loosened subgrade. Spread remainder of planting soil.

C. Application: Spread planting soil to total depth indicated on Drawings but not less than required to meet finish grades after natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.

1. Lifts: Apply and mix unamended soil and amendments in lifts not exceeding 12 inches in loose depth for material compacted by compaction equipment, and not more than 6 inches in loose depth for material compacted by hand-operated tampers.

D. Compaction: Compact each lift of planting soil to 75 percent of maximum Standard Proctor density according to ASTM D 698.

F. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.5 PROTECTION

A. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Vehicle traffic.
4. Foot traffic.
5. Erection of sheds or structures.
6. Impoundment of water.
7. Excavation or other digging unless otherwise indicated.

B. If planting soil or subgrade is over compacted, disturbed, or contaminated by foreign or deleterious materials or liquids, remove the planting soil and contamination; restore the subgrade as directed by Architect and replace contaminated planting soil with new planting soil.

3.6 CLEANING

A. Protect areas adjacent to planting-soil preparation and placement areas from contamination. Keep adjacent paving and construction clean and work area in an orderly condition.

B. Remove surplus soil and waste material including excess subsoil, unsuitable materials, trash, and debris and legally dispose of them off Owner's property unless otherwise indicated.

1. Dispose of excess subsoil and unsuitable materials on-site where directed by Owner.

3.7 METHOD OF MEASUREMENT

Measure in cubic yards. Planter areas as shown on planting plans and planting detail.

3.8 BASIS OF PAYMENT

The accepted quantities, complete in place, will be paid for at the contract unit price for each of the pay items listed below. All costs of securing the source, processing, storing and hauling the material to the site will be paid for at the contract unit price per cubic yard for furnishing the planting soil and mulch.

PLANTING MIX BACKFILL – CU YD / WOOD MULCH – SQ YD

PLANTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Job Special Conditions and apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Plants.

1.3 UNIT PRICES

A. Unit prices apply to authorized work covered by quantity allowances.

B. Unit prices apply to additions to and deletions from the Work as authorized by Change Orders.

1.4 DEFINITIONS

A. Backfill: The earth used to replace or the act of replacing earth in an excavation.

B. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which

they were grown, with a ball size not less than sizes indicated, wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.

C. Bare-Root Stock: Plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than the minimum root spread according to ANSI Z60.1 for type and size of plant required.

D. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.

E. Fabric Bag-Grown Stock: Healthy, vigorous, well-rooted plants established and grown in-ground in a porous fabric bag with well-established root system reaching sides of fabric bag. Fabric bag size is not less than diameter, depth, and volume required by ANSI Z60.1 for type and size of plant.

F. Finish Grade: Elevation of finished surface of planting soil.

G. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant. Some sources classify herbicides separately from pesticides.

H. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

I. Planting Area: Areas to be planted.

J. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Planting Notes on drawings for planting soils.

K. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.

L. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.

M. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.

N. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.5 COORDINATION

A. Coordination with Turf Areas (Lawns): Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated.

1. When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

1.6 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.7 ACTION SUBMITTALS

A. Samples for Verification: For each of the following:
   1. Trees and Shrubs: One sample minimum of each variety and size delivered to site for review. Maintain approved Samples on-site as a standard for comparison.
   2. Mulch: one quart by volume of each organic mulch required; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of color, texture, and organic makeup.
   3. Proprietary Root-Ball-Stabilization Device: One unit.
   4. Root Barrier: Width of panel 12 inches.

1.8 INFORMATIONAL SUBMITTALS

A. Qualification Data: For landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of the Engineer' contact persons.

B. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:
   1. Manufacturer's certified analysis of standard products.
   2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.

C. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

D. Sample Warranty: For special warranty.

1.9 CLOSEOUT SUBMITTALS

A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of plants during a calendar year. Submit before expiration of required maintenance periods.

1.10 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of plants.
   1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.
   2. Experience: Five years' experience in landscape installation
   3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
   4. Personnel Certifications: Installer's personnel assigned to the Work shall

have certification in one of the following categories from the Professional Landcare Network:

a. Landscape Industry Certified Technician - Exterior.
b. Landscape Industry Certified Interior.
c. Landscape Industry Certified Horticultural Technician.

5. Pesticide Applicator: State licensed, commercial.

B. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.

1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container-grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches above the root flare for trees up to 4-inch caliper size, and 12 inches above the root flare for larger sizes.
2. Other Plants: Measure with stems, petioles, and foliage in their normal position.

C. Plant Material Observation: Landscape Architect may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Landscape Architect may also observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and may reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.

1. Notify Landscape Architect of sources of planting materials seven days in advance of delivery to site.

1.11 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws if applicable.

B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk materials with appropriate certificates.

C. Deliver bare-root stock plants within 24 hours of digging. Immediately after digging up bare-root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting. Transport in covered, temperature-controlled vehicles, and keep plants cool and protected from sun and wind at all times.

D. Do not prune trees and shrubs before delivery. Protect bark, branches, and root

systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.

E. Handle planting stock by root ball.

F. Store bulbs, corms, and tubers in a dry place at 60 to 65 deg F until planting.

G. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.

1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.

H. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

I. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.

1. Heel-in bare-root stock. Soak roots that are in less than moist condition in water for two hours. Reject plants with dry roots.
2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
3. Do not remove container-grown stock from containers before time of planting.
4. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.

1.12 FIELD CONDITIONS

A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.

B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

1.13 WARRANTY

A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.

1. Failures include, but are not limited to, the following:
   a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.

b. Structural failures including plantings falling or blowing over.

2. Warranty Periods: From date of Substantial Completion.
   a. Trees, Shrubs, Vines, and Ornamental Grasses: 12 months.
   b. Ground Covers, Biennials, Perennials, and Other Plants: 12 months.
   c. Annuals: Three months.

3. Include the following remedial actions as a minimum:
   a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
   b. Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
   c. A limit of one replacement of each plant is required except for losses or replacements due to failure to comply with requirements.
   d. Provide extended warranty for period equal to original warranty period, for replaced plant material.

PART 2 – PRODUCTS

2.1 PLANT MATERIAL

A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

   1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); crossing trunks; cut-off limbs more than 3/4 inch in diameter; or with stem girdling roots are unacceptable.
   2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.

B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Landscape Architect, with a proportionate increase in size of roots or balls.

C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare according to ANSI Z60.1.

Root flare shall be visible before planting.

D. If formal arrangements or consecutive order of plants is indicated on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.

E. Annuals and Biennials: Provide healthy, disease-free plants of species and variety shown or listed, with well-established root systems reaching to sides of the container to maintain a firm ball, but not with excessive root growth encircling the container. Provide only plants that are acclimated to outdoor conditions before delivery.

2.2 FERTILIZERS

A. Planting Tablets: Tightly compressed chip-type, long-lasting, slow-release, commercial-grade planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting nutrients into a form that can be absorbed by plant roots.
   1. Size10-gram tablets.
   2. Nutrient Composition: 20 percent nitrogen, 10 percent phosphorous, and 5 percent potassium, by weight plus micronutrients.

2.3 MULCHES

A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:
   1. Type: Shredded Cedar.
   2. Size Range: 3 inches maximum, 1/2 inch minimum.
   3. Color: Brown

B. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH of
5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through a 1-inch (25-mm) sieve; soluble-salt content of 2 to 5 dS/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
   1. Organic Matter Content: 50 to 60 percent of dry weight.
   2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.

2.4 PESTICIDES

A. General: Pesticide registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

B. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

C. Post-Emergent Herbicide (Selective and Nonselective): Effective for controlling weed growth that has already germinated.

2.5 TREE-WATERING DEVICES

A. Slow-Release Watering Device: Standard product manufactured for drip irrigation of plants and emptying its water contents over an extended time period manufactured from UV-light-stabilized nylon-reinforced polyethylene sheet, PVC, or HDPE plastic.
   1. Color: As selected by Landscape Architect from manufacturer's full range.

2.6 MISCELLANEOUS PRODUCTS

A. Wood Pressure-Preservative Treatment: AWPA U1, Use Category UC4a; acceptable to authorities having jurisdiction, and containing no arsenic or chromium.

B. Root Barrier: Black, molded, modular panels 12 inches high (deep), 85 mils thick, and with vertical root deflecting ribs protruding 3/4 inch out from panel surface; manufactured with minimum 50 percent recycled polyethylene plastic with UV inhibitors.
   1. Deeproot (800-458-7668) or approved equal.

C. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.

D. Burlap: Non-synthetic, biodegradable.

E. Mycorrhizal Fungi: Dry, granular inoculant containing at least 5300 spores per lb of vesicular-arbuscular mycorrhizal fungi and 95 million spores per lb of ectomycorrhizal fungi, 33 percent hydrogel, and a maximum of 5.5 percent inert material.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Examine areas to receive plants, with Installer present, for compliance with requirements and conditions affecting installation and performance of the Work.
   1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
   2. Verify that plants and vehicles loaded with plants can travel to planting locations with adequate overhead clearance.
   3. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
   4. Uniformly moisten excessively dry soil that is not workable or which is dusty.

B. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Landscape Architect and replace with new planting soil.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Landscape Architect's acceptance of layout before excavating or planting. Make minor adjustments as required.

D. Lay out plants at locations directed by Landscape Architect. Stake locations of individual trees and shrubs and outline areas for multiple plantings.

3.3 PLANTING AREA ESTABLISHMENT

A. Placing Planting Soil: Place manufactured planting soil over exposed subgrade.

B. Before planting, obtain Landscape Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

C. Application of Mycorrhizal Fungi: At time directed by Landscape Architect, broadcast dry product uniformly over prepared soil at application rate according to manufacturer's written recommendations.

3.4 EXCAVATION FOR TREES AND SHRUBS

A. Planting Pits and Trenches: Excavate circular planting pits.

1. Excavate planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are unacceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
2. Excavate at least 12 inches wider than root spread and deep enough to accommodate vertical roots for bare-root stock.
3. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
4. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
5. Maintain angles of repose of adjacent materials to ensure stability. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
6. Maintain supervision of excavations during working hours.
7. Keep excavations covered or otherwise protected when unattended by Installer's personnel.

B. Backfill Soil: Subsoil and topsoil removed from excavations may not be used as backfill soil unless otherwise indicated.

C. Obstructions: Notify Landscape Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
   1. Hardpan Layer: Drill 6-inch diameter holes, 24 inches apart, into free-draining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining material.

D. Drainage: Notify Landscape Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.

3.5 TREE, SHRUB, AND VINE PLANTING

A. Inspection: At time of planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.

B. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.

C. Balled and Burlapped Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
   1. Backfill: Planting soil per Planting Notes on Drawings.
   2. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
   3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
   4. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.
      a. Quantity: Three for each caliper inch of plant.
   5. Continue backfilling process. Water again after placing and tamping final layer of soil.

D. Bare-Root Stock: Set and support each plant in center of planting pit or trench with root flare 1 inch above adjacent finish grade.
   1. Backfill: Planting soil per Planting Notes on Drawings
   2. Spread roots without tangling or turning toward surface. Plumb before backfilling, and maintain plumb while working.
   3. Carefully work backfill in layers around roots by hand. Bring roots into close contact with the soil.

4. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
5. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside soil-covered roots about 1 inch from root tips; do not place tablets in bottom of the hole or touching the roots.
    a. Quantity: Three for each caliper inch of plant.
6. Continue backfilling process. Water again after placing and tamping final layer of soil.

E. Slopes: When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.6 TREE, SHRUB, AND VINE PRUNING

A. Remove only dead, dying, or broken branches. Do not prune for shape.
B. Prune, thin, and shape trees, shrubs, and vines as directed by Landscape Architect.
C. Prune, thin, and shape trees, shrubs, and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Landscape Architect, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.

D. Do not apply pruning paint to wounds.
    1. to manufacturer's written instructions.

3.7 PLACING SOIL IN PLANTERS

A. Fill planter with planting soil as shown on Planting Details. Place soil in lightly compacted layers to an elevation as shown on planting detail.

3.8 GROUND COVER AND PLANT PLANTING

A. Set out and space ground cover and plants other than trees, shrubs, and vines as indicated on Drawings in even rows with triangular spacing.
B. Use planting soil for backfill.
C. Dig holes large enough to allow spreading of roots.
D. For rooted cutting plants supplied in flats, plant each in a manner that minimally disturbs the root system but to a depth not less than two nodes.
E. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
F. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
G. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.9 PLANTING AREA MULCHING

A. Mulch backfilled surfaces of planting areas and other areas indicated.

1. Organic Mulch in Planting Areas: Apply 3-inch average thickness of organic mulch over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 3 inches of trunks or stems.

3.10 PLANT MAINTENANCE

A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.

B. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.

C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices when possible to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

3.11 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents according to authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

B. Pre-Emergent Herbicides (Selective and Nonselective): Apply to tree, shrub, and ground-cover areas according to manufacturer's written recommendations. Do not apply to seeded areas.

C. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and according to manufacturer's written recommendations.

3.12 REPAIR AND REPLACEMENT

A. General: Repair or replace existing or new trees and other plants that are damaged by construction operations, in a manner approved by Landscape Architect.
   1. Submit details of proposed pruning and repairs.
   2. Perform repairs of damaged trunks, branches, and roots within 24 hours, if approved.
   3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Landscape Architect.

B. Remove and replace trees that are more than 25 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Landscape Architect determines are incapable of restoring to normal growth pattern.
   1. Provide new trees of same size as those being replaced for each tree.
   2. Species of Replacement Trees: Same species being replaced.

3.13 CLEANING AND PROTECTION

A. During planting, keep adjacent paving and construction clean and work area in an orderly condition. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.

C. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

D. After installation and before Substantial Completion remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

E. At time of Substantial Completion, verify that tree-watering devices are in good working order and leave them in place. Replace improperly functioning devices.

3.14 MAINTENANCE SERVICE

A. Maintenance Service for Trees and Shrubs: Provide maintenance by skilled employees of landscape Installer. Maintain as required in "Plant Maintenance" Article. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:

1. Maintenance Period: 12 months from date of Substantial Completion.

B. Maintenance Service for Ground Cover and Other Plants: Provide maintenance by skilled employees of landscape Installer. Maintain as required in "Plant Maintenance" Article. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:

1. Maintenance Period: 12 months from date of Substantial Completion.

3.15 METHOD OF MEASUREMENT

A. Measure one plant per symbol as shown on Planting Plans and Plant Legend.

3.16 BASIS OF PAYMENT

The accepted quantities of plants, complete in place, will be paid for at the contract unit price for each plant of the type, species and size required by the contract and listed below. No direct payment will be made for incidental items such as supporting posts, mulch, peat moss, edging and water necessary for this work.

SCHED 40 PVC ELECTRICAL CONDUIT, BELOW GRADE

1.0 Description

C

This work shall consist of furnishing and placing of buried conduit and conduit in PCC structure. It includes trenching, line marking tape, backfilling, elbows, fittings, supports and accessories.

2.0 Materials

2.1 Conduit

Conduit shall be Schedule 40 or Schedule 80, as noted on the drawings, PVC, 90°C, UL rated or approved equivalent. Material shall comply to NEMA Specification TC-2 (Conduit), TC-3 (Fittings-UL-514), and UL-651 (Standard for rigid nonmetallic conduit). Conduit and fittings shall carry a UL label (on each 10 foot length of conduit and stamped or molded on every fitting).

Conduit and fittings shall be identified for type and manufacturer and shall be traceable to location of plant and date manufactured. Markings shall be legible and permanent. Conduit shall be made from polyvinyl chloride C-300 compound which includes inert modifiers to improve weatherability, heat distortion. Clean rework material, generated by manufacturer's own conduit production, may be used by same manufacturer, provided end products meet requirements of this specification.

Conduit and fittings shall be homogeneous plastic material free from visible cracks, holes, or foreign inclusions. Conduit bore shall be smooth and free of blisters, nicks or other imperfections which could mar conductors or cables. Conduit, fittings and cement shall be compatible to assure system integrity and shall be Carlon Plus 40 (Schedule 40) or Plus 80 (Schedule 80) as shown on project drawings, or equal.

Conduit and installation shall comply with all requirements in NEC Article 352. Mounting hardware shall be corrosion resistant: nonmetallic support straps or PVC conduit clamps with stainless steel hardware, designed for the installation of PVC conduit, which allows the conduit to expand and contract freely over varying temperature changes.

2.2 Line Marking Tape

Tape shall be minimum 5 mils thick constructed of aluminum foil encased in an impervious Mylar plastic coating. The minimum tensile strength determined in accordance with ASTM D882 is 15,000 PSI. The tape shall contain sufficient metal mass to provide detectability at depths up to 3 feet with a radio type metal locator.

Tape shall be acid, alkali and corrosion resistant. Color shall be "RED", corresponding to the standard color for electrical lines, and shall additionally be printed with "WARNING-ELECTRICAL LINE BELOW" or similar text. Line marking tape shall be as manufactured by Pro-Line Safety Products of West Chicago, Illinois or equivalent.

Unless otherwise indicated on the drawings, burial depth of tape shall be approximately 18" below finish grade.

2.3 Duct Spacers and Supports

Duct line spacers / supports shall provide stability and consistent separation and relieve direct stress for duct materials to be encased in concrete. Units shall incorporate a dovetail or other interlocking means to allow side-by-side interchangeability of conduit spacer sizes while maintaining horizontal stability. Units shall be of non-metallic construction and include integral base flanges and re-bar slots. Duct Spacers / Supports shall be Underground Devices "Wunpeece", Carlon/Lamson & Sessions Snap-Loc series or equivalent.

3.0 Construction Requirements

3.1 Submittals, and Certifications

Shop drawings, product data, and certifications shall be submitted to the Engineer for approval. The submitted information shall be complete and shall include information relative to all specified requirements suitable for verification of compliance.

In general, submittal information shall be dated, current project specific, identified as to the project and shall include the following:

a) Rigid PVC Conduit, Connectors, Elbows and Cement
b) Line Marking Tape
c) Conduit Spacers / Supports

3.2 Delivery, Storage and Handling

Reinforcing steel and conduit supports shall be stored on pallets, covered to protect them from weather. Conduits shall not be shipped loose, but shall be bundled by sizes. Fittings shall be stored in boxes. All equipment shall be stored on pallets to prevent contact with earth and shall be covered with plastic sheeting to protect them from dirt and weather. Wire and cable shall be delivered on reels or coiled in boxes. Wire and cables shall be stored and handled to prevent damage to conductor and insulation.

3.3 Excavation for Conduit

The ground shall be excavated in open trenches to width, depth and in direction necessary for proper installation of underground conduit, hand holes, and connections etc... as may be shown on drawings.

Excavations shall be deeper than minimum wherever required in order that ducts or conduits may be installed so as to avoid new or existing piping, etc., as directed by site conditions or Owner's representative.

CONTRACTOR SHALL PROCEED WITH CAUTION IN EXCAVATION AND PREPARATION OF TRENCH SO THAT EXACT LOCATION OF UNDERGROUND STRUCTURES, UTILITIES AND PIPING, BOTH KNOWN AND UNKNOWN, MAY BE

DETERMINED, AND CONTRACTOR SHALL BE HELD RESPONSIBLE FOR REPAIR OF SUCH STRUCTURES, UTILITIES AND PIPING WHEN BROKEN OR OTHERWISE DAMAGED BY CONTRACTOR.

Unless otherwise noted on project drawings, all underground conduit shall be a minimum of 24" and a maximum of 30" below finished grade to top conduit in trench.
Before Contractor pulls any cables into conduits he shall have a mandrel one-fourth inch (1/4") smaller than duct inside diameter and approximately twenty inches (20") long pulled through each duct, and if any concrete or obstructions are found, Contractor shall remove them and clear ducts.

3.4 Backfill

Backfill for conduit and duct runs in continuous open areas away from roadways, paved areas and structures shall be backfilled as described below.

Unless otherwise noted, clean material obtained from the excavation which, in opinion of Owner's representative, does not contain excessive moisture, shall be suitable in constructing backfill. Excavated material which is considered unsuitable by the Engineer due to excessive moisture may be allowed to dry before being used as backfill. Approved backfill material shall be placed in 6 to 8 inch lifts (layers) and then compacted as necessary to prevent settlement.

3.5 Conduit Installation

Conduit size and fill requirements shall comply with appropriate conduit fill tables in Annex C of NEC. It should be noted these are minimum requirements and larger conduit sizes or smaller fill requirements shall be used whenever specified or detailed on drawings.

Make all joints in underground conduit watertight with approved joint compound. Temporarily plug conduit openings to exclude water, concrete or any foreign materials during construction. Clean conduit runs before pulling in conductors.

Use pre-manufactured factory elbows or bends fabricated with hydraulic bending machine. Field bending of all PVC conduit shall be accomplished with use of equipment approved by conduit manufacturer. Open flame bending equipment will not be acceptable.

Use pre-manufactured factory elbows or bends fabricated with hydraulic bending machine. Field bending of all PVC conduit shall be accomplished with use of equipment approved by conduit manufacturer. Open flame bending equipment will not be acceptable

3.6 Security

Contractor is responsible for providing all safety barricades, safety materials, man-lift devices, and posting safety watches at all manholes and raceway vaults as required to construct this project in a safe manner.

4.0 Method of Measurement

Measure in place conduit, below grade and in PCC structure by the linear foot to include all necessary and specified fabrication, installation, fittings, elbows, trenching, backfill, and miscellaneous requirements.

5.0 Basis of Payment

The accepted quantities of each linear foot of PVC CONDUIT, BELOW GRADE of the size specified, below grade and in PCC structure will be paid for at the contract unit price per unit linear foot including all necessary and specified conduit, fabrication, installation, fittings, elbows, trenching, backfill, and miscellaneous requirements. This payment will be full compensation for furnishing and placing all materials complete as specified or detailed.

GRS CONDUIT, ABOVE GRADE

1.0 Description

This work shall consist of furnishing and placing of galvanized rigid steel conduit. It includes conduit, elbows, fittings, supports and accessories.

2.0 Materials

2.1 Schedule 40 Galvanized Rigid Steel Conduit

Conduit shall be of heavy wall type fabricated from mild steel tubing and shall have a hot-dipped galvanized inner and outer coating, with a final coating of zinc chromate. Conduit and installation shall comply with all requirements in NEC Article 344. Mounting hardware shall be corrosion resistant, stainless steel, or galvanized steel.

2.2 Fittings and Conduit Bodies

Unless otherwise specified, all fittings and conduit bodies shall be manufactured from the same type of material as the conduit system (aluminum, galvanized steel, PVC, etc.) Field Modifications to Existing Rigid Metal Conduit Systems ONLY:

Where modifications to existing rigid conduit installations make threading of field cuts impossible, use Type HK series couplings by Thomas & Betts/Steel City, or equivalent

2.3. Pull Cords

Each empty conduit shown or described on the drawings shall be furnished with a pull cord to facilitate future conductor installation. Cord shall consist of non-deteriorating, non-metallic, non-cotton construction such as polyester or nylon material. Minimum tensile strength of all pull strings shall be 200#. Leave minimum of 12 inches slack at each termination or end. Any references on project drawings to "pull wire" shall be interpreted as a pull cord as described herein.

3.0 Construction Requirements

3.1 Submittals, and Certifications

Shop drawings, product data, and certifications shall be submitted to the Engineer for approval. The submitted information shall be complete and shall include information relative to all specified requirements suitable for verification of compliance.

In general, submittal information shall be dated, current project specific, identified as to the project and shall include the following:

a) Rigid GRSC Conduit, Connectors, and Elbows
b) Spacers / Supports

3.2 Delivery, Storage and Handling

Reinforcing steel and conduit supports shall be stored on pallets, covered to protect them from weather. Conduits shall not be shipped loose, but shall be bundled by sizes.

Fittings shall be stored in boxes. All equipment shall be stored on pallets to prevent contact with earth and shall be covered with plastic sheeting to protect them from dirt and weather. Wire and cable shall be delivered on reels or coiled in boxes. Wire and cables shall be stored and handled to prevent damage to conductor and insulation.

3.3 Conduit Installation

Conduit size and fill requirements shall comply with appropriate conduit fill tables in Annex C of NEC. It should be noted these are minimum requirements and larger conduit sizes or smaller fill requirements shall be used whenever specified or detailed on drawings.

Use pre-manufactured factory elbows or bends fabricated with hydraulic bending machine. Field bending of all PVC conduit shall be accomplished with use of equipment approved by conduit manufacturer. Open flame bending equipment will not be acceptable.

Ream conduits only after threads are cut. Cut joints square to butt solidly into couplings. Where necessary to join two pieces of conduit and it is impossible to use standard coupling, use three piece conduit coupling. Use of running thread is prohibited. This applies to all rigid conduit installations, underground or otherwise. In order to comply with NEC Article 300.6(A), all rigid steel conduit shall have field-cut threads re- coated using an electrically conductive, corrosion-resistant compound, Thomas & Betts/Shamrock "Kopr-Shield" (a product of Jet Lube, Inc.), or equivalent.

A run of conduit between outlet and outlet, between fitting and fitting or between outlet and fitting shall not contain more than the equivalent of four quarter turn bends (360°), including bends immediately at an outlet or fitting.

At all conduit terminations furnish locknuts on both sides of enclosure plus an insulated bushing unless conduit termination is into a factory-threaded conduit opening or watertight (Myers-type)

hub.

Do not run conduit below or adjacent to water piping, except where permitted by the engineer

Run exposed conduits parallel with walls and at right angles to building lines, not diagonally.

Support exposed rigid metal conduit runs on walls or ceiling every five feet (5') with stainless steel or PVC coated galvanized cast one hole straps, clamp backs and anchors. Provide lead shield insert anchors, with stainless steel round head machine screws, for concrete and brick construction. In wood construction, use stainless steel round head wood screws. Where steel members occur, drill and tap and use stainless steel round head machine screws.

Perforated metal strapping of any kind is prohibited

Provide expansion and deflection fittings in all conduits which pass through or over building expansion joints. All expansion and deflection fittings shall be designed for, and compatible with, the conduit types on which they are installed.

4.0 Method of Measurement

Measure In Place GRS Conduit, above grade by the linear foot to include all necessary and specified fabrication, installation, fittings, elbows, supports, accessories and miscellaneous requirements.

5.0 Basis of Payment

The accepted quantities of each linear foot of placed GRS CONDUIT, above will be paid for at the contract unit price per unit linear foot including all necessary and specified conduit, fabrication, installation, fittings, elbows supports, accessories, and miscellaneous requirements. This payment will be full compensation for furnishing and placing all materials complete as specified or detailed.

WIRE IN CONDUIT

1.0 Description

This work shall consist of furnishing and placing electrical conductors and ground wires in buried conduit, conduit in PCC/masonry structures, light poles, hand holes and accessory structures.

2.0 Materials

2.1 Wire

RHW for direct burial application only. For wire in underground conduit, THHN/THWN,

600 volt, 75 degree C (167 degrees F) wet rating and 90 degrees C (194 degrees F) dry rated thermosetting filled insulating cable.

Unless otherwise noted on the drawings or specifications, all exterior cable shall be dual-rated type RHW-2/USE-2. Contractor should note that this applies to both direct buried cable and cable in conduit or duct.

Cable shall be 600 Volt rated, sized as indicated on the drawings. Cable shall comply with Underwriters Laboratories Standard U.L. 44 (for Type RHW-2) and U.L. 854 (for Type USE-2) and shall pass the IEEE 383, 70,000 BTU/hr and VW-1 Flame Tests.
Cable insulation shall be abrasion, moisture, heat and sunlight resistant black cross- linked polyethylene (XLP).

Cables shall be rated for use at 90°C in both wet and dry locations and be suitable for use in conduit, underground service entrance cable and direct burial applications.
Unless otherwise specified or detailed on drawings, all wire and cable on this project shall be copper construction only.

2.2 Splices and Joints

Note that below grade splices in manholes, hand holes and vaults **will not** be allowed on this project unless specifically shown on drawings. Conductors are to be pulled continuous end-to-end unless otherwise noted or directed by the Engineer in writing.

2.3 #8 and Smaller Conduits

Twist-on connectors pre-filled with silicone-based sealant to protect against moisture and corrosion. Units shall be UL 486D listed as weatherproof, waterproof and suitable for direct burial. Units shall be Ideal Industries "Underground" #64 or King Innovation "Dryconn King 6 Blue" Filled Waterproof Connectors, or equivalent.
#6 and larger conductors: NSI/Polaris ISRW Series "Blue"
Ilsco Series USPA, DBK, SSK or PDSS

3.0 Construction Requirements

3.1 Submittals, and Certifications

Shop drawings, product data, and certifications shall be submitted to the Engineer for approval. The submitted information shall be complete and shall include information relative to all specified requirements suitable for verification of compliance. In general, submittal information shall be dated, current project specific, identified as to the project and shall include the following:

a) All cable types and sizes used on this project
b) All joint and connecting products.

3.2 Delivery, Storage and Handling

All equipment shall be stored on pallets to prevent contact with earth and shall be covered with plastic sheeting to protect them from dirt and weather. Wire and cable shall be delivered on reels or coiled in boxes. Wire and cables shall be stored and handled to prevent damage to conductor and insulation.

3.3 Color Coding

Color code conductor insulation for #10 AWG or smaller conductors. Color code conductors #8 AWG or larger with colored tape or colored insulation. Standard colors:

	120/240V 1 Phase 3W	240 V or 208/120V 3 Phase 3 or 4W	480V 3 Phase 3 or 4W	240/120V 3 Phase 4W,
Phase A	Black	Black	Brown	Black
Phase B	Red	Red	Orange	Orange (high leg)
Phase C	N/A	Blue	Yellow	Blue
Neutral	White	White	Gray	White
Ground	Green	Green	Green	Green

3.4 Installation (Wire Conductors)

Wire and cable shall be installed using accepted industry methods to prevent damage to conductors and insulation. Installation shall comply with all applicable sections of NEC regarding conduit fill.

No splices shall be permitted in conduit bodies. All splices shall be made in junction boxes, control panels and cabinets provided for that purpose as detailed or required by need.

Install wire marking tape 6" above all conduit

Neatly train and lace wiring inside boxes, and equipment.

Drawings are diagrammatic in showing circuitry routing between devices and equipment. Provide all phase conductors, neutrals, switched and un-switched legs, grounds, etc., as required for a complete and operational electrical system.

All conductors shall be continuous without splices except at locations approved for the purposes of splicing.

All wire sizes shall be stranded except where specifically approved otherwise.

Pulling eyes on conductors or a basket weave grip shall be used for pulling cable. Woven wire cable grips shall be used to pull all single conductor cable where pulling eyes are not

available. Preferred method for pulling conductors is factory-installed eyes attached to conductors. All sharp points and edges on the hardware attaching the pulling rope to the cable shall be taped to prevent snagging or damaging the raceway.

When a cable grip or pulling eye is used for pulling, the area of the cable covered by the grip or seal plus 6 inches shall be cut off, and discarded when the pull is completed.
When pulling loops are used, the entire loop shall be cut off and discarded when the pull is completed.
A non-binding type of swivel, or swivel connection shall be inserted between the pulling rope and the cable pulling eye, grip or loop to prevent twisting under strain and allow for free rotation of the cable during pulling.

The pulling tension of any cable shall not exceed the maximum tension recommended by the cable manufacturer. Pulling mechanisms of both the manual and power types shall have the rated capacity clearly marked on the equipment. Cable shall be installed using either hand-tension or by use of specially-designed "cable-tuggers". Any cable pulled through conduit using trucks, back-hoe's, earthmoving equipment or similar apparatus will be rejected and will be replaced with new cable at the Contractor's expense.

Break-away shear-pins or other acceptable method of tension limitation shall be utilized on mechanical pulling equipment to prevent over-stressing cable during installation. To avoid insulation damage from excessive sidewall pressure at bends, the pulling tension, in pounds at a bend, shall not exceed 300 times the radius of the bend in feet.

As soon as the cable is pulled into place, the pulling eyes, cable grips, or pulling loops shall be removed. On exterior pulls, the remaining cable ends shall be temporarily resealed with either a minimum of three (3) wraps of 2" Scotch #23 rubber splicing tape or heat-shrink caps. Exposed cable ends shall be wrapped in such a manner to prevent unintentional water entry. Cable ends or seals shall be installed prior to the end of the workday.

Cable shall not be bent to a radius of less than 4 times the overall diameter, including installation apparatus.

All damaged or rejected cable shall be removed from the project site and replaced at no additional expense to the project.

4.0 Method of Measurement

Measure in place wire in conduit by the linear foot. All wire in light poles and hand holes shall be considered incidental to that structure's pay item. Measurement includes all splicing, connections and accessories.

5.0 Basis of Payment

The accepted quantities of each linear foot of placed THIN COPPER WIRE will be paid for at the contract unit price per unit linear foot splicing, connections and accessories. This payment will be full compensation for furnishing and placing all materials complete as specified or detailed.

ALLUMINUM SQUARE TUBE POST / TRAFFIC SIGN PANEL

DESCRIPTION

The work of this special provision includes painted aluminum sign posts, MUTCD compliant sheet signs and ornamental aluminum sheet sign surrounds forming an integrated sign post assembly for parking and Stop signs.

MATERIALS

1.0 Performance Requirements

Engineer sign post assemblies to withstand structural loads indicated. Determine allowable design working stresses of railing materials based on the following:

A. Structural Performance: Provide posts and sign assemblies capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

   1. Uniform load of 50 lbf/ ft. applied in any direction.
   2. Concentrated load of 200 lbf applied in any direction.
   3. Uniform and concentrated loads need not be assumed to act concurrently.

B. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

2.0 Submittals

A. Manufacturer's product lines of standard components.
B. Paint products.
C. Drawings depicting attachments of the various components to each other.
D. A minimum 12" long painted section of the post with at least one clamp fastening the sheet sign to the post. A 12" square section of the painted sheet sign is to be attached. Sample to be constructed of actual components being proposed, accurate in profile, finish and gage.

3.0 Quality Assurance

A. Source Limitations: Obtain each type of railing through one source from a single manufacturer.
   1. Do not modify aesthetic intent without Architect's written approval.
   2. Qualify welding procedures and personnel according to AWSD1.2, "Structural

Welding Code – Aluminum".

4.0 Metals

A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails, unless otherwise indicated.

C. Aluminum, General: Provide alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with strength and durability properties for each aluminum form required not less than that of alloy and temper designated below:
   1. Extruded Bars and Shapes Including Extruded Tubing: ASTM B 221, Alloy 6063-T5/T52.
   2. Extruded Structural Round Tubing: ASTM B 429, Alloy 6063-T6.
   3. Provide Standard Weight (Schedule 40) pipe, unless otherwise indicated or required to meet structural performance requirements.
   4. Drawn Seamless Tubing: ASTM B 210, Alloy 6063-T832.
   5. Die and Hand Forgings: ASTM B 247, Alloy 6061-T6.
   6. Castings: ASTM B 26, Alloy A356.0-T6.

5.0 Fasteners - Provide the following:

A. Aluminum Components: Type 304 stainless steel fasteners.
B. Provide tamper resistant concealed fasteners for interconnecting components.

6.0 Fabricators/Installers

A. Subject to compliance with requirements, provide components by a metals fabricator with a minimum of five years experience with successful installation of custom ornamental aluminum systems.

7.0 Fabrication

Fabricate components to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads and comply with all applicable codes.

A. Assemble components in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations.
B. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.

8.0 Finishes

Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

A. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces

are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

B. Provide exposed fasteners with finish matching appearance, including color and texture, of sheet aluminum.

C. Where painted aluminum is designated on the Drawings: Provide a High Performance Organic Finish Three-coat fluoropolymer finish complying with AAMA 2605 and containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.The paint color to match Landscape Forms standard paint color titled "Stormcloud" with a matte texture.

D. All signs and sign posts shall be new and all signing materials and work shall conform to the Missouri Standard Specifications for Highway Construction 2004 edition and latest revisions. The bottom of the sign shall be installed a minimum of 7 feet above the top of curb or edge of shoulder.

CONSTRUCTION REQUIREMENTS

1.0 Installation

A. Fit exposed connections together to form tight, hairline joints.
B. Do not weld, cut, or abrade surfaces of components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
C. Set posts plumb within a tolerance of 1/16 inch in 3 feet.
D. Corrosion Protection: Coat concealed surfaces of aluminum that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

METHOD OF MEASUREMENT

1.0 The sign work will be measured per each installed and accepted post.

2.0 For pay items to be measured, the complete item will be required to be fully furnished and installed.

BASIS OF PAYMENT

The accepted quantities of each pay item listed below will be paid for at the contract unit price indicated below. The pay items include all fabrication, submittals, coordination with other trades, anchorage devices and installation requirements. This payment will be full compensation for furnishing and placing all materials complete as specified or detailed.

Payment Will Be Made Under:

Payment Will Be Made Under:

PAY ITEM	UNIT
SIGN	EACH

CLAY PAVERS

DESCRIPTION

This work shall consist of providing and installing clay brick unit pavers as shown on the Drawings including:

A. Clay pavers set in bituminous setting beds on concrete base.
B. Clay pavers with "T" paver spacers for areas trafficked by pedestrians and light duty vehicles
C. Clay pavers for areas trafficked by heavy duty vehicles.

MATERIALS

1.0 Quality Assurance

A. References:

- Main Field and Commemorative Panel Areas: ASTM C902_Standard Specification for Pedestrian and Light Traffic Paving Brick, Class SX, Type1, Application PX.
- Crosswalk and Alley Areas: ASTM C1272_Standard Specification for Heavy Vehicular Paving Brick, Type R, Application PX.

B. Source Limitations: Obtain each type of unit paver, joint material, and setting material from one source with resources to provide materials and products of consistent quality in appearance and physical properties.
C. Installer Qualifications: All products listed in this section are to be installed by a single installer with a minimum of five years demonstrated experience in installing products of the same type and scope as specified. The limestone bollards and limestone planter curbs are also to be installed by the clay brick unit paver installer.

SUBMITTALS

Product data for the following: Pavers, bituminous setting materials, paver spacers and sand for joints.

1.0 Clay Pavers

A. Manufacturer: Endicott Clay Products Co.:
57120 707th Rd.;
Endicott, NE 68350;
Tel: 402-729-3315.

Substitutions are not permitted.

B. Wire cut surface unless noted otherwise.
C. Thickness, Face Size, Edge Treatments and Color: See Paver Schedule on the Drawings.

2.0 Bituminous Setting-Bed Materials

A. Primer for Base: ASTM D 2028, cutback asphalt, grade as recommended by unit paver manufacturer.
B. Fine Aggregate for Setting Bed: ASTM D 1073, No. 2 or No. 3.
C. Asphalt Cement: ASTM D 3381, Viscosity Grade AC-10 or Grade AC-20.
D. Neoprene-Modified Asphalt Adhesive: Paving manufacturer's standard adhesive consisting of oxidized asphalt combined with 2 percent neoprene and 10 percent long-fibered mineral fibers containing no asbestos.
E. Sand for Joints: Fine, sharp, washed natural sand or crushed stone with 100 percent passing No. 16 sieve and no more than 10 percent passing No. 200 sieve.

Provide sand of color needed to produce required joint color.

3.0 Bituminous Setting-Bed Mix

A. Mix bituminous setting-bed materials at an asphalt plant in approximate proportion, by weight, of 7 percent asphalt cement to 93 percent fine aggregate, unless otherwise indicated. Heat mixture to 300 deg F.

CONSTRUCTION REQUIREMENTS

1.0 Mockups

A. Build mockups of complete section of paving to verify specified selections and to demonstrate aesthetic effects and set quality standards for materials and execution. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
B. Provide a minimum 80 square foot mockup in an area where the crosswalk and main field paver types can be exhibited including a limestone bollard and a minimum of 5 lineal feet of limestone planter curb.

2.0 Delivery, Storage, And Handling

A. Store pavers on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied.
B. Store liquids in tightly closed containers protected from freezing.
C. Store asphalt cement and other bituminous materials in tightly closed containers.

3.0 Project Conditions

A. Cold-Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing.
B. Weather Limitations for Bituminous Setting Bed: Install bituminous setting bed only when ambient temperature is above 40 deg F and when base is dry.
C. Apply asphalt adhesive only when ambient temperature is above 50 deg F and when temperature has not been below 35 deg F for 12 hours immediately before application. Do not apply when setting bed is wet or contains excess moisture.
D. Install paver section in accordance with manufacturer's recommendations.

4.0 Examination

A. Examine areas indicated to receive paving, with paver Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance. Adhere to manufacturers recommendations.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

5.0 Preparation

A. Remove substances from concrete substrates that could impair bituminous setting bed bond, including curing and sealing compounds, form oil, and laitance.
B. Clean concrete substrates to remove dirt, dust, debris, and loose particles.

6.0 Installation

A. Do not use unit pavers with chips, cracks, voids, discolorations, and other defects that might be visible in finished work per the referenced ASTM Specifications.
B. Mix pavers to produce uniform blend of colors and textures.
C. Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable. Use wet saws or dust bags as required to minimize cutting dust.
D. Joint Pattern: As indicated on the Drawings.
E. Tolerances: Do not exceed 1/16-inch unit-to-unit offset from flush (lippage) nor 1/8 inch in 24 inches and 1/4 inch in 10 feet from level, or indicated slope, for finished surface of paving.
F. Expansion and Control Joints: Provide joint filler at locations and of widths indicated. Install joint filler before setting pavers. Make top of joint filler flush with top of pavers.

7.0 Bituminous Setting-Bed Applications

A. Apply primer to concrete slab or binder course immediately before placing setting bed.
B. Prepare for setting-bed placement by locating control bars approximately 11 feet apart and parallel to one another, to serve as guides for striking board. Adjust bars to subgrades required for accurate setting of paving units to finished grades indicated.
C. Place bituminous setting bed where indicated, in panels, by spreading bituminous material between control bars. Spread mix at a minimum temperature of 250 deg F. Strike setting bed smooth, firm, even, and not less than 3/4 inch thick. Add fresh bituminous material to low, porous spots after each pass of striking board. After each panel is completed, advance first control bar to next position in readiness for striking adjacent panels. Carefully fill depressions that remain after removing depth-control bars.
D. Roll setting bed with power roller to a nominal depth of 3/4 inch. Adjust thickness as necessary to allow accurate setting of unit pavers to finished grades indicated. Complete rolling before mix temperature cools to 185 deg F.
E. Apply neoprene-modified asphalt adhesive to cold setting bed by squeegeeing or troweling to a uniform thickness of 1/16 inch. Proceed with setting of paving units only after adhesive is tacky and surface is dry to touch.
F. Place pavers carefully by hand in straight courses, maintaining accurate alignment and uniform top surface. Protect newly laid pavers with plywood panels on which workers can stand. Advance protective panels as work progresses, but maintain protection in areas subject to continued movement of materials and equipment to avoid creating depressions or disrupting alignment of pavers. If additional leveling of paving is required, and before treating joints, roll paving with power roller after sufficient heat has built up in the surface from several days of hot weather.

G. Joint Treatment: The Endicot Paver Spacers are only to be used with pavers that do not have lugs. Place unit pavers with properly sized joints using the Endicot Paver Spacers or as established by the lugged pavers. Fill joints by sweeping sand over paved surface until joints are filled. Remove excess sand after joints are filled.

8.0 Repairing, and Cleaning

A. Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment and with no evidence of replacement.
B. Cleaning: Remove excess sand from exposed paver surfaces; wash and scrub clean.

METHOD OF MEASUREMENT

The CLAY BRICK PAVERS will be measured by the square yard of fully installed and accepted pavers. For pay items to be measured, the complete item will be required to be fully furnished and installed.

BASIS OF PAYMENT

The accepted quantities of unit pavers will be paid for at the contract unit price per square yard. This payment will be full compensation for furnishing and placing all materials including all necessary and specified fabrication, mockups, installation, anchorage materials, and coordination with other trades, primer, and bituminous setting bed, sweeping of joints with sand and miscellaneous requirements as specified or detailed.

Payment Will Be Made Under:

PAY ITEM	UNIT
CLAY BRICK PAVER	SQ FT

LIMESTONE – BOLLARDS / LIMESTONE - PLANTER CURBS

DESCRIPTION

The work of this special provision includes the furnishing and installing of the limestone caps and details for the stone clad retaining walls, limestone bollards and limestone planter curbs.

The limestone bollards and limestone planter curbs are to be installed by the clay brick unit paver installer.

MATERIALS

1.0 Quality Control

A. Source Limitations for limestone: Obtain each variety of limestone from one quarry with resources to provide materials of consistent quality in appearance and physical properties.
B. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.
C. Varieties and Sources: Subject to compliance with requirements, provide stone of the following variety and from the following source:

2.0 Limestone

A. Comply with ASTM C 568.
B. Basis of Design Product: EW Gold Limestone quarried by EarthWork's (Perrysville, Missouri; 573-547-9097). Provide all limestone from one ledge as required to ensure a tight color range is realized. As the basis of design for selection of the limestone, alternative products will be evaluated against the physical and aesthetic properties of the EW Gold limestone. The criteria to be evaluated will include:

Color and Finish Options

Density, lb/ft^3	167
Bulk Specific Gravity	2.67
Absorption, %	1.2
Compressive Strength, psi:	
Average	18,000
Minimum	10,500
Modulus of Rupture, minimum psi	1525
Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion	
Grading	1
% Loss	25

C. Match samples of "EW Gold" for color, finish, and other aesthetic characteristics.

3.0 Mortar Materials

A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color cement as required to produce mortar color indicated.

B. Low-Alkali Cement: Not more than 0.60 percent total alkali when tested according to ASTM C 114.

C. Hydrated Lime: ASTM C 207, Type S.

D. Aggregate: ASTM C 144 and as follows:
   1 For pointing mortar, use aggregate graded with 100 percent passing No. 16 sieve.

E. White Aggregates: Natural white sand or ground white stone.

F. Latex Additive: Manufacturer's standard water emulsion, serving as replacement for part or all of gauging water, of type specifically recommended by latex-additive manufacturer for use with field-mixed portland cement mortar bed, and not containing a retarder.

G. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Bonsal.
   2. Bostik Findley Inc.
   3. Laticrete International, Inc.
   4. MAPEI Corp.
   5. Summitville Tiles, Inc.
   6. TEC Specialty Construction Brands; H. B. Fuller Company.

H. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494, Type C, and recommended by manufacturer for use in masonry

mortar of composition indicated.

I. Products: Subject to compliance with requirements, provide one of the following:
   1. Euclid Chemical Company (The); Accelguard 80.
   2. Grace Construction Products, a unit of W. R. Grace & Co. - Conn.; Morset.
   3. Sonneborn, Div. of Degussa Building Systems; Trimix-NCA.

J. Water: Potable.

4.0 Stone Anchors

A. Stone Trim Anchors: Units fabricated with tabs or dowels designed to engage kerfs or holes in stone trim units and holes for fasteners or post-installed anchor bolts for fastening to substrates or framing as indicated.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Halfen Anchoring Systems; Meadow Burke.Heckmann Building Products Inc.
   2. Hohmann & Barnard, Inc.
   3. Materials: Fabricate anchors from stainless steel, ASTM A 240, Type 304. Fabricate dowels from stainless steel, ASTM A 276, Type 304.

Fasteners for Stone Trim Anchors: Annealed stainless-steel bolts,nuts, and washers; ASTM F 593 for bolts and ASTM F 594 for nuts, Alloy Group 1.

5.0 Embedded Flashing Materials

A. Metal Flashing: Provide metal flashing where flashing is exposed or partly exposed and where indicated. Flashing to comply with SMACNA's "Architectural Sheet Metal Manual" and as follows:

B. Stainless Steel: ASTM A 240/A240M, Type 304, 0.016 inch thick.

C. Fabricate through-wall flashing embedded in masonry from stainless steel with ribs at 3-inch intervals along length of flashing to provide an integral mortar bond.

D. Subject to compliance with requirements, provide one of the following products:
   1. Cheney Flashing Company; Cheney 3-way Flashing (Sawtooth).
   2. Keystone Flashing Company, Inc.; Keystone 3-way Interlocking Thruwall Flashing.
   3. Sandell Manufacturing Co., Inc.; Mechanically Keyed Flashing.

E. Fabricate thru-wall flashing with drip edge where indicated. Fabricate by extending flashing ¼ inch out from the wall, with outer edge bent down 30 degrees and hemmed.

6.0 Vapor-Retarding Membrane Air Barrier

A. Fluid applied vapor retarding membrane air barrier; Elastomeric, modified bituminous membrane.

B. Subject to compliance with requirements, provide one of the following products:

1. Carlisle Coatings & Waterproofing Inc.; Barriseal R or Barriseal S.
2. Epro Services, Inc.; Ecoflex-R or Ecoflex-S.
3. Henry Company; Air-Bloc 06 or Air-Bloc 06 QS.
4. Hohmann & Barnard, Inc.; Tetroflash Liquid
5. Meadows, W. R., Inc.; Air-Shield LM.
6. Tremco Inc., an RPM Company; ExoAir 120 SP/R

C. Physical and Performance Properties:

1. Air Permeance: Maximum 0.004 cfm/sq.ft. of surface area at 1.57-lbf/sq.ft. pressure difference; ASTM E 2178
2. Vapor Permeance: Maximum 0.1 perm; ASTM E 96/E 96M.
3. Ultimate Elongation: Minimum 500 percent; ASTM D 412, Die C.

7.0 Joint Sealant

A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates and is suitable for use with the specified limestone and sandstone materials.

B. Manufacturers:
1. Crafco, Inc.
2. Dow Corning Corp.
3. GE Silicones.
4. Pecora Corp.
5. Sonneborn Building Products Div., ChemRex, Inc.
6. Tremco.

8.0 Masonry Cleaners

A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar and grout stains, efflorescence, and other new construction stains from stone masonry surfaces without discoloring or damaging masonry surfaces; expressly approved for intended use by cleaner manufacturer and stone producer.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Diedrich Technologies, Inc.
2. Dominion Restoration Products.
3. EaCo Chem, Inc.
4. Hydrochemical Techniques, Inc.
5. Prosoco, Inc.

9.0 Mortar Mixes

A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless

otherwise indicated.

1. Do not use calcium chloride.
2. Limit cementitious materials in mortar to portland cement and lime.
3. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.

B. Mixing Pointing Mortar: Thoroughly mix cementitious and aggregate materials together before adding water. Then mix again, adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for one to two hours. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within 30 minutes of final mixing; do not retemper or use partially hardened material.

1. Mortar for Stone Masonry: Comply with ASTM C 270, Proportion Specification.
2. Mortar for Setting Below Grade Stone: Type S.
3. Mortar for Setting Above Grade Stone: Type N.
4. Mortar for Pointing: Type N.

C. Latex-Modified Portland Cement Setting Mortar: Proportion and mix portland cement, aggregate, and latex additive to comply with latex-additive manufacturer's written instructions.
   1. For latex-modified portland cement setting-bed mortar, substitute latex admixture for part or all of water, according to latex-additive manufacturer's written instructions.

10.0 Fabrication

A. Fabricate stone to comply with sizes, shapes, and tolerances recommended by applicable stone association or, if none, by stone source, for faces, edges, beds, and backs.
   1. Cut stone to produce pieces of thickness, size, and shape indicated, including details on Drawings. Dress joints (bed and vertical) straight and at right angle to face unless otherwise indicated.
   2. Cut and drill sinkages and holes in stone for anchors and supports.
   3. Carefully inspect stone at quarry or fabrication plant for compliance with requirements for appearance, material, and fabrication. Replace defective units before shipment.
   4. Clean sawed backs of stone to remove rust stains and iron particles.

B. Thickness of Stone: Provide thickness indicated on the Drawings.
   1. Shape stone for type of masonry (pattern) as indicated on the Drawings.
   2. Finish exposed faces and edges of stone to comply with requirements indicated for finish and to match approved samples and mockups.

CONSTRUCTION REQUIREMENTS

1.0 Submittals

A. Product Data: For each type of product indicated.

1. For stone varieties proposed for use on Project, Include test data for each type of stone, indicating compliance with physical properties specified or required by referenced ASTM standards.

B. Samples for Initial Selection: For colored mortar and other items involving color selection.

C. Samples for Verification:
1. For each stone type indicated: Include at least three samples for each type of stone, exhibiting extremes of the full range of color and other visual characteristics expected in completed Work. Samples will establish the standard by which stone provided will be judged. Samples to be 6"x6"x1/2" thick.
2. For each color of mortar required. Label Samples to indicate types and amounts of pigments used.
3. Provide product data and color selection samples for each color of sealant required.

D. Qualification Data: For qualified Installer.

2.0 Quality Assurance

A. Installer Qualifications: A qualified installer who employs experienced stonemasons and stone fitters. Submit references (phone number and name for the entity to whom mason was contracted to and the name and phone number for owner) for a minimum of 5 similar projects exhibiting a minimum of 5 years of work including web wall veneer systems specified elsewhere.

3.0 Mockups

A. Build mockups to demonstrate aesthetic effects and set quality standards for materials, joint detailing and execution. The mockup is to include:
1. One complete face of one retaining wall for a minimum length of 5', approximately three feet of a second face of the same retaining wall as required to review the corner condition for the full height of the wall and the full cap for the length of the mockup.
2. A minimum of twenty lineal feet of a planter curb including at least one corner that is obtuse.
3. One full bollard.

B. Bidders are to assume a minimum of two masonry mockups being required.

C. Build mockups in full thickness and include all accessories. Include a sealant-filled joint where applicable. Protect accepted mockups from damage.

D. Approval of mockups is for color, texture, and blending of stone; relationship of mortar, sealant and stone colors; tooling of joints; and aesthetic and durability qualities of workmanship. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

4.0 Delivery, Storage and Handling

A. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.

B. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.

C. Deliver pre-blended, dry mortar mix in moisture-resistant containers designed for lifting and emptying into dispensing silo. Store pre-blended, dry mortar mix in delivery containers on elevated platforms, under cover, and in a dry location or in a metal dispensing silo with weatherproof cover.

D. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

5.0 Project Conditions

A. Protection of Stone Masonry: During construction, cover all stone work with waterproof sheeting at end of each day's work. Cover partially completed stone masonry when construction is not in progress.

B. Extend cover a minimum of 24 inches down both sides and hold cover securely in place.

1. Stain Prevention: Immediately remove mortar and soil to prevent them from staining the face of stone masonry. Protect base of walls from rain-splashed mud and mortar splatter by coverings spread on the ground and over the wall surface. Protect sills, ledges, and projections from mortar droppings.

2. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace stone masonry damaged by frost or freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

C. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and above and will remain so until masonry has dried, but not less than 7 days after completing cleaning.

D. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

6.0 Coordination

A. Advise installers of other work about specific requirements for placement of reinforcement, veneer anchors, flashing, and similar items to be built into stone masonry.

7.0 Examination

A. Examine surfaces indicated to receive stone masonry, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.

B. Examine substrate to verify that dovetail slots, inserts, reinforcement, veneer anchors, flashing, and other items installed in substrates and required for or extending into stone masonry are correctly installed.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

8.0 Preparation

A. Coat concrete and unit masonry backup with asphalt dampproofing.

B. Clean dirty or stained stone surfaces by removing soil, stains, and foreign materials before setting. Clean stone by thoroughly scrubbing with fiber brushes and then drenching with clear water. Use only mild cleaning compounds that contain no caustic or harsh materials or abrasives.

9.0 Setting of Stone Masonry, General

A. Perform necessary field cutting and trimming as stone is set.

B. Use power saws to cut stone that is fabricated with saw-cut surfaces or is irregularly shaped but is required to have a sawn edge as required to fit a corner or adjacent to cut stone or other regularly shaped material. Cut lines straight and true, with edges eased slightly to prevent snipping.

C. Use hammer and chisel to split stone that is fabricated with split or snapped face surfaces. Make edges straight and true, matching similar surfaces that were shop or quarry fabricated.

D. Pitch face at field-split edges as needed to match stones that are not field split.

E. Sort stone before it is placed in wall to remove stone that does not comply with requirements relating to aesthetic effects, physical properties, or fabrication or that is otherwise unsuitable for intended use.

F. Set stone to comply with requirements indicated on Drawings. Install supports, fasteners, and other attachments indicated or necessary to secure stone masonry in place. Set stone accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances.

G. Maintain uniform joint widths except for variations due to different stone sizes and where minor variations are required to maintain bond alignment if any. Lay walls with joints not less than 3/8 inch at narrowest points or more than 1/2 inch at widest points.

Provide sealant joints of widths and at locations indicated. Keep sealant joints free of mortar and other rigid materials.

10.0 Construction Tolerances

A. Variation from Plumb: For vertical lines and surfaces, do not exceed 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2 inch in 40 feet or more. For external corners, expansion joints, control joints, and other conspicuous lines, do not exceed 1/4 inch in 20 feet or 1/2 inch in 40 feet or more.

B. Variation from Level: For bed joints, horizontal grooves, and other conspicuous lines, do not exceed 1/4 inch in 20 feet or 1/2 inch in 40 feet or more.

C. Measure variation from level, plumb, and position shown in plan as variation of the average plane of the face of each stone from level, plumb, or dimensioned plane.Variation in Mortar-Joint Thickness: Maximum 1/8" variation from specified joint thickness with a maximum variation in any one joint being 1/8".

D. Variation in Plane between Adjacent Stones: Do not exceed one-half of tolerance specified for thickness of stone.

11.0 Installation of Anchored Stone Masonry

A. Anchor stone with stone anchors. Install anchors by fastening to substrate and inserting tabs and dowels into kerfs and holes in stone units. Provide compressible filler in ends of dowel holes and bottoms of kerfs to prevent end bearing of dowels and anchor tabs on stone. Fill remainder of anchor holes and kerfs with mortar.

B. Set stone in full bed of mortar with full head joints unless otherwise indicated. Build anchors into mortar joints as stone is set.

12.0 Pointing

A. Prepare stone-joint surfaces for pointing with mortar by removing dust and mortar particles. Where setting mortar was removed to depths greater than surrounding areas, apply pointing mortar in layers not more than 3/8 inch deep until a uniform depth is formed.

B. Point stone joints by placing and compacting pointing mortar in layers not more than 3/8 inches deep. Compact each layer thoroughly and allow to become thumbprint hard before applying next layer.

C. Tool joints, when pointing mortar is thumbprint hard, with a smooth jointing tool to produce the following joint profile:

D. Joint Profile: Smooth, flat face slightly below edges of stone.

13.0 Applying Sealants

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance. Proceed with sealant installation only after deficiencies have been corrected.

C. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

D. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

E. Installation of Joint Sealants:
   1. Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated.
   2. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
   3. Do not leave gaps between ends of sealant backings.
   4. Do not stretch, twist, puncture, or tear sealant backings.
   5. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
   6. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
   7. Place sealants so they directly contact and fully wet joint substrates.
   8. Completely fill recesses in each joint configuration.
   9. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

14.0 Adjusting and Cleaning

A. Replace broken, chipped, stained, or otherwise damaged stone. Stone may be repaired if methods and results are approved by Architect.

B. Stone masonry not matching approved samples and mockups or not complying with other requirements indicated are to be replaced in a manner that results in stone masonry matching approved samples and mockups, complying with other requirements, and showing no evidence of replacement.

15.0 Cleaning

A. In-Progress Cleaning: Clean stone masonry as work progresses. Remove mortar fins and smears before tooling joints.

B. Final Cleaning: After mortar is thoroughly set and cured, clean stone masonry as follows:

   1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
   2. Test cleaning methods on mockup; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before

cleaning stone masonry.

3. Protect adjacent stone and non-masonry surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film, or waterproof masking tape.
4. Clean stone masonry by bucket and brush hand-cleaning method described in BIA Technical Note No. 20 Revised II, using job-mixed detergent solution.

16.0 Excess Materials and Waste

A. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above, and other waste, and legally dispose of off Owner's property.

METHOD OF MEASUREMENT

A. The LIMESTONE WALL CAPS and DETAILS work will be measured per cubic foot of installed and accepted limestone wall cap and trim details.

B. The LIMESTONE BOLLARDS will be measured per installed bollard. One installed and accepted bollard will equal one unit.

C. The LIMESTONE PLANTER CURBS will be measured per lineal foot of installed and accepted curb.

For pay items to be measured, the complete item will be required to be fully furnished and installed.

BASIS OF PAYMENT

The accepted quantities of each pay item listed below will be paid for at the contract unit price indicated below. The pay items include all fabrication, mockups, submittals, installation, anchorage, flashing, sealant and miscellaneous requirements. This payment will be full compensation for furnishing and placing all materials complete as specified and detailed.

Payment Will Be Made Under:

PAY ITEM	UNIT
LIMESTONE- BOLLARDS	EACH
LIIMESTONE- PLANTER CURBS	LINEAL FEET

INSTALL OWNER PROVIDED STREET FURNITURE / FURNISH AND INSTALL BIKE RACKS COMPLETE

DESCRIPTION

This Section includes the placement of the following items:

A. Benches (owner furnished)
B. Chairs (owner furnished)
C. Litter Receptacles (owner furnished)
D. Ash Urns (owner furnished)
E. Bike Rack Assemblies

MATERIALS

1.0 Purchase By Owner

The City of Branson will purchase the benches (not including any portion of the bike rack assemblies), chairs, litter receptacles and ash urns from Landscape Forms and will pay the cost of the freight. The construction contractor will be responsible for all anchoring materials, coordination associated with the delivery date, time and place and all required work and coordination associated with temporary storage and the installation. Bidders are to contact Landscape Forms to confirm the particulars of assembly and install requirements. The contact information is Anita Wojda, (800)430-6206 x 1335.

2.1 Quality Assurance

A. Manufacturing Qualifications (for bike rack assembly):
   a. Manufacturer to exhibit a minimum five year track record of successful fabrication of furnishings constructed of wood and metal.
   b. Provide and install each furnishing as a complete unit including fittings, accessories, and anchorage devices as applicable.

3.1 Performance Requirements of Bike Racks

A. General: Engineer to withstand structural loads indicated. Determine allowable design working stresses of railing materials based on the following:

B. Aluminum: The lesser of minimum yield strength divided by 1.65 or minimum ultimate tensile strength divided by 1.95

C. Structural Performance: Provide bike racks capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
   a. Uniform load of 50 lbf/ ft. applied in any direction.
   b. Concentrated load of 200 lbf applied in any direction.
   c. Uniform and concentrated loads need not be assumed to act concurrently.

D. Thermal Movements: Allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
   a. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

E. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

4.1 Bicycle Rack Fabricators:

A. Product: Subject to compliance with requirements, provide the products specified in the schedule herein

Metal Materials:
   a. Aluminum Plate and Sheet: ASTM B 209, Alloy 6061-T6.
   b. Aluminum Extrusions: ASTM B 221, Alloy 6063-T6.

Lumber Materials:
   a. Lumber components to be American white oak
   b. The top boards, on which people will sit, are to be #1C grade with the remaining boards being #2C grade per the American Hardwood Lumber Grading System.
   c. All boards are to be rough sawn except as noted on the Drawings.

Paint:
   a. Refer to "Ornamental Decorative Metal Railings" Special Provision for required paint system.
   b. The colors for the bike rack metal is to be the same as that specified for the Ornamental Decorative Metal Railings except the Liberty Oak Medallion and Bicycle Rack Emblem will be a glossy finish.

CONSTRUCTION REQUIREMENTS

1.1 Submittals

A. Owner Purchased Benches, Chairs, Litter Receptacles and Ash Urns:
   a. Submit sample of the hardware to be used for attachment.

B. Bike Racks:
   a. Shop Drawings: The Contractor shall submit shop drawings of bike racks showing material, grades and finishing of lumber, welds on metal components, general layout, color and complete anchoring and support systems.

C. Samples:
   a. Submit a 6"x6"x2" thick sample of the specified wood with the two specified

Payment Will Be Made Under:

PAY ITEM	UNIT
INSTALL OWNER PROVIDED STREET FURNISHINGS	LS
BIKE RACKS	EA

IRRIGATION

PART 1 – GENERAL

1.1 WORK INCLUDED: Furnish and install a complete and properly functioning automatic irrigation system for those landscape areas designated to be irrigated on drawings.

A. The work included in these specifications is outlined in the design of an automatic irrigation system and furnishing of all labor, tools, materials, appliances, tests, permits, etc, necessary for the installation of an automatic landscape irrigation system for the project site.

B. It is the intent of these specifications to accomplish the work of installing a sprinkler system providing full coverage complete and operable in an efficient and satisfactory manner according to the workmanlike standards established for sprinkler operation.

C. General Irrigation Requirements:

1. The Design water pressure is 70 psi and tests showing less available pressure should be reported to the Landscape Architect prior to beginning work.

2. All designated areas on site shall be irrigated with a below grade automatic irrigation system. All irrigation equipment shall be installed per manufacturer's recommendations. The system is to provide adequate moisture to insure plant survival.

3. The irrigation contractor shall submit to the owner for approval cut sheets for all materials proposed. Contractor shall provide as-built drawing of the complete irrigation system after installation is complete.

4. All control valves shall be remote controlled electronically. The control valves shall be run by a Baseline controller. Location and power source to be coordinated with the Engineer.

5. The irrigation contractor shall coordinate his work with the owner and all other subcontractors for locating pipe sleeves through walls, under paving, etc. All sleeves shall be schedule 40 PVC.

6. Contractor shall verify the location of all utility lines and other underground obstructions prior to proceeding with any digging operations so that precautions shall be taken no to disturb or damage such obstructions.

finishes represented.

b. Submit a full size, fully complete sample of the medallion and bicycle rack emblem.

D. Include structural analysis data for the bike rack component, signed and sealed by the qualified professional engineer responsible for their preparation.

E. Submit bike rack fabricator's list of similar projects exhibiting a minimum of five years of experience fabricating multi-component custom aluminum products of a similar or greater level of complexity and scale.

2.1 Delivery, Storage And Handling

A. Deliver furnishings and accessories completely identified for installation procedure. Handle and store to prevent damage or soiling.
B. Protect site furnishings from damage during storage and construction.

3.1 Furnishings Installation

A. Installation of all items shall be complete so as to provide fully operational systems. Install all items with noncorrosive hardware sufficient in size and quantity to fully secure units to pavements and plumb with noncorrosive materials.

METHOD OF MEASUREMENT

The BIKE RACKS work will be measured per each unit installed and accepted. Each unit will consist of the two free standing bike racks and the adjacent bench.

The Benches, Chairs, Litter Receptacles and Ash Urns WORK will be measured lump sum for installed and accepted furniture listed on the plans.

For pay items to be measured, the complete item will be required to be fully furnished and installed.

BASIS OF PAYMENT

The accepted quantities of each item listed below will be paid for at the contract unit price indicated below.

The pay item for INSTALL OWNER PROVIDED STREET FURNISHINGS will include all required coordination with the owner, manufacturer and other trades, all installation fasteners, layout and installation as required to realize a fully functional installation.

The pay item for BIKE RACKS will include all required engineering, shop drawing preparation, fabrication, samples, submittals, painting, installation, anchorage materials and miscellaneous requirements.

This payment will be full compensation for furnishing and placing all materials complete as specified or detailed.

7. All irrigation water lines shall be as specified on the drawings.

8. Irrigation Contractor shall warranty installation and materials for a period of no less than one year.

9. All equipment shall be installed per plumbing code and city requirements.

10. Plans are diagrammatic and approximate. All valves and other irrigation equipment shall be located in plant beds and out of open areas as inconspicuously as possible.

11. The owner reserves the right to make design changes in the field as deemed necessary.

12. No irrigation equipment shall be installed in areas of future paving or buildings.

13. No open cuts will be allowed on existing pavement.

14. All sleeves to extend as noted on plan.

1.2 REFERENCES

A. The Contractor shall comply with all applicable laws, codes, ordinances, rules and regulations.

B. Work shall conform to the requirements of reference information listed below except where more stringent requirements are shown or specified in the Contract Documents.

1. American Society for Testing and Materials (ASTM)-Specifications and Test Methods specifically referenced within the specifications and Scope of Work.
2. Underwriters Laboratories (UL) – UL Wires and Cables.

1.3 SUBMITTALS – The Contractor shall provide the following:

A. Manufacturer Literature – Submit 3 sets of manufacturer cut sheets (product sheets) for all material components required for installation of irrigation system for approval by the Engineer prior to installation.

1. Provide an index sheet for each set of material cut sheets outlining item, manufacturer, and model number in order of cut sheets.

2. Highlight or circle specific model or item to be approved on cut sheets, which feature more than one model or item.

3. Each cut sheet submittal shall be bound in a binder with cover or cover sheet indicating project name, contractor name, address, phone number, and contact person.

B. As-Built Drawings:

1. As-built drawings shall be brought up to date after installation is complete by a qualified draftsperson. A print of record plan(s) shall be available at the Project Site at all times. Indicate zoning and non-pressure piping changes on as-built drawing. Upon completion of Project, the Contractor shall submit for review, prior to final acceptance, a final set of as-built drawings. Dimensions shall be provided from two permanent points of reference (building corners, sidewalk, road intersections or permanent structures), and show the locations of the following items:

C. Locations:

1. Connection to existing water lines.
2. Routing of pressure supply lines (dimension every 100 feet along routing).
3. Electric control valves and shall include a complete listing for each irrigation zone indicating the system and zone name, decoder address, valve manufacturer, valve model number and size as follows:

System Name
Zone Name (e.g. G01)
Decoder Address
Valve Manufacturer
Valve Model
Valve Size
Actual GPM/GPH

4. Quick coupling valves.
5. Gate valves and angle valves.
6. Control wire routing (if not with pressure supply line).
7. Communication cable routing.
8. Other related equipment as directed by the Engineer.

D. Pay Request: The Engineer will not certify any pay request submitted by the Contractor if the as-built drawings are not current, and processing of pay request will not occur until as-built drawing(s) are updated.

E. Approval: Prior to scheduling walk through, Contractor shall submit all as- built information to The Engineer for approval.

F. Controller Drawings:
1. Provide one as-built drawing for each automatic controller installed/relocated.
2. Drawing may be same size reproduction of as-built drawing, if scale permits fitting inside controller door without folding drawing. If photo reduction prints are required, keep reduction to maximum size possible to retain full legibility.
3. Drawing shall be a print of actual as-built drawings, showing area covered by that controller.
4. Identify area of coverage of each remote control valve, using a distinctly different pastel color for each zone. Highlight heads, lateral piping, and control valve.

5. Following review of controller drawings by the Engineer, hermetically seal each chart between two layers of 20 mm thick clear plastic sheet.
6. Controller drawings shall be completed and approved by the Engineer prior to final completion walk through of irrigation system.
7. Attach approved controller drawings to inside of each controller door.

G. Operation Manual: Submit 3 sets of operation manual to The Engineer for approval prior to scheduling final completion walk through. Manual to include the following in a 1" – 3" ring binder:
   1. Index sheet stating project name, and listing contractor name, address, phone number and contact person including Primary Sub-Contractors.
   2. Manufacturer cut sheets for all material components of irrigation system.
   3. Provide a typed schedule of the following for each controller, controller number, valve station number, whether a drip tree, drip shrub, or turf spray zone and give a brief description of the location of each zone on site. In addition, provide a laminated copy of each to be posted inside the specific controller cabinet.
   4. Provide a water budget for normal flow and a schedule for each zone according to seasonal watering requirements at the time of initial system startup.

1.4 DELIVERY, STORAGE and HANDLING –

Deliver, unload, store, and handle materials, packaging, bundling, and products, in dry, weatherproof condition in manner to prevent damage, breakage, deterioration, intrusion, ignition and vandalism. Deliver in original unopened packaging containers prominently displaying manufacturer name, volume, quantity, contents, instructions and conformance to local, state and federal law. Remove and replace cracked, broken, or contaminated items or elements prematurely exposed to moisture, inclement weather, snow, ice, temperature extreme, fire, or jobsite damage.

Handling of PVC Pipe – Exercise care in handling, loading and storing of PVC pipe. All PVC pipe shall be transported in a vehicle, which allows length of pipe to lie flat so as not to subject it to undue bending or concentrated external loads. All sections of pipe that have been dented or damaged shall be discarded and if installed, shall be removed and replaced with new piping.

1.5 PROJECT CONDITIONS

A. Protection of Property:
   1. Preserve and protect all trees, monuments, structures and paved areas from damage due to the Work. In the event damage does occur, all damage to inanimate items shall be completely repaired or replaced to the satisfaction of the owner and all costs of such repairs shall be charged to, and paid by Contractor.
   2. Protect buildings, walks, walls, and other property from damage. Flare and barricade open ditches. Damage caused to asphalt, concrete or other building material surfaces shall be repaired or replaced at no cost to Owner. Restore disturbed areas to original condition.
   3. Protection and Repair of Underground Lines: Request proper utility company to stake exact location (including depth) of all underground electric, gas, or

telephone lines. Take whatever precautions are necessary to protect these underground lines from damage. In the event damage does occur, damage, shall be repaired by the Contractor, unless other arrangements have been made.

B. Replacement of Paving and Curbs – Where trenches and lines cross existing roadways, paths, curbing etc., damage to these shall be kept to a minimum and shall be restored to original condition.

C. Cleaning – Maintain continuous cleaning operation throughout duration of Work. Dispose of, off-site at no additional cost to Owner, all trash and debris generated by installation of irrigation system.

1.6 WARRANTY – Contractor shall warrant materials against defects for a period of one (1) year from date of Final Acceptance by Owner. Contractor shall guarantee workmanship for similar period. Contractor shall be responsible for coordinating material warranty items with manufacturer/distributor.

A. Settling of backfilled trenches and irrigation heads in turf, which may occur during warranty period, shall be repaired by the contractor at no expense to the Owner, including complete restoration of damaged property.

B. Expenses due to vandalism before City's acceptance of the work shall be borne by the Contractor.

C. The contractor shall maintain turf and planting areas during warranty period, so as not to hamper proper operation of irrigation system.

1.7 MAINTENANCE

A. Furnish the following maintenance items to Owner prior to final Acceptance:

1. 2 keys for each automatic controller.
2. 2 Quick coupler keys and matching hose swivels.

1.8 EXTRA STOCK – the City may order additional stock items at the prices bid on the Bid Form-Proposal.

PART 2 – PRODUCTS

2.1 MATERIALS

A. General Piping:
B. PVC. Pressure Supply Lines (downstream of backflow prevention units) – Schedule 40

1. Non-pressure Lines – Polyethylene.
2. Sleeving – Schedule 40 PVC

C. Plastic Pipe and Fittings:

1. Identification Markings: All pipe to be identified with following indelible markings.
1.1. Manufacturers name.
1.2. Nominal pipe size.
1.3. Schedule of class.
1.4. Pressure rating.
1.5. NSF (National Sanitation Foundation) seal of approval.
1.6 Date of extrusion.

2. Solvent Weld Pipe – Manufactured from virgin polyvinyl chloride (PVC) compound in accordance with ASTM D2241 and ASTM D1784; cell classification 1254-B, Type 1, Grade 1.

2.1. Fittings – Class 150 and conform to thickness requirements of DR 18 injection molded PVC; complying with ASTM D1784 and D2468, cell classification 12454-B.

2.1.1. Threads – Injection molded type (where required)
2.1.2. Tees and Ells – Side gated.

2.2 Threaded Nipples – ASTM D 2464, Schedule 80 with molded threads. Joint Cement and Primer – Weldon 705 Glue and P-709 Primer as recommended by manufacturer of pipe and fittings.

D. Bronze Gate Valves: Angle Valves for 1 inch through 2-1/2 inch pipe – Brass construction; solid wedge, IPS threads, and non-rising stem with wheel operating handle. Center all valves and equipment in valve box.

E. Quick Coupling Valves – Brass two-piece body designed for working pressure of 125 psi; operable with quick coupler. Equip quick coupler with locking rubber cover.

F. Valve Boxes:

1. A box shall be provided for all valves and equipment as specified on plans.

G. Electrical Control Wiring: Refer to Rain Bird ESP-LXD System Specifications.

H. Electric Control Valves – As necessary for proper water distribution to irrigation zones; manufactured by Rain Bird as noted on plan.

I. Drip Irrigation – As manufactured by Rain Bird as noted on drawing.

J. Pipe bedding material – 1/8" minus sand approved by The Engineer

K. Automatic Controller: As manufactured by Baseline Systems.

1. General – The Automatic Sprinkler System Controls shall be the baseline 1000 Control System, as hereinafter specified and as shown on the drawings. The system shall include

a new controller, Line Decoders, field wiring, surge protection and all other equipment required for a complete system and as hereinafter specified.

2. The controller shall be capable of integrating into it one sensor for control of the system or for some other action to take place. Sensors may be such types as a rain shutdown sensor, an ALARM sensor, etc.

3. The controller shall support the use of a sensor decoder connected directly to the two-wire path. The sensor decoder shall support the use of a flow meter (pulse or 4-20 mA) and the controller software shall log the flow measurements. On excess the software shall stop the active stations and shall attempt to continue irrigation according to the active irrigation schedule. If the controller is in the active mode the flow sensor shall trigger an alarm that will activate/deactivate the master valve circuit, should flow be detected prior to the start of any active schedule.

3.1. Controller Cabinet: Shall be installed per Baseline System's specifications.

3.2. Line Decoders: Furnish and install, where shown on the drawings, Rain Bird MDC Line Decoders, FD-102TURF, FD-202TURF, FD- 401TURF or FD-601TURF, for interfacing between the communication 2-Wire path and the remote control valves of the sprinklers. The decoders shall be completely Epoxy sealed for complete waterproofing. The FD-401 and FD-601 decoder shall have "built-in" surge protection as an integral part of the basic decoder. A LSP-1 line surge suppressor must be supplied with each FD101TURF and FD-202TURF decoder. Ensure that surge protection is present every 300 feet on each wire path. The decoder shall have two (2) blue colored wires for connection onto the 2-Wire Communication path and two (2) colored wires for connection to the solenoid of the remote control valve. Each decoder shall be clearly marked with a three (3), four (4) or five (5) digit number indicating the number (address) that it has been set to respond to. Decoders may be installed in any random order desired.

3.3 The decoders shall be capable of controlling one, two, four or six valves per unit. They shall be sealed in such a manner that they shall not be susceptible to moisture or inclement weather and can be buried underground.

3.4. The decoder shall be as manufactured for Rain Bird Corporation, Glendora, California.

3.5. The contractor shall be responsible for accurately recording on the drawings, as each decoder is being installed, the address number of the decoder at that location. It is also necessary that it be indicated which remote control valves are being controlled by each specified decoder. In this way the Contractor will have the necessary information when ready to input the system installation date.

4. Low voltage control wire: All wiring from the controller to valves shall be 12 gauge or larger.

4.1 2-Wire communication paths: All wire required for the 2-wire Communication Paths, from the Line Termination Box, at the central computer location out to the various field

decoders shall be double jacketed two (2) conductor cable specially designed for use with the Rain Bird ESP-LXD control systems. The cable shall be suitable for direct burial and may also be installed in ducts or conduits.

4.2 The conductors shall be tin coated, soft drawn, annealed, solid copper conforming to ASTM 33 with 4/64" thick PVC (polyvinyl chloride) insulation, conforming to UL Standard #493) for thermoplastic-insulated style UF (Underground Feeder), rated at 60 degree C.

4.3 The two insulated conductors shall be laid in parallel and encased in a single outer jacket of 3/64" thick, high density, sunlight resistant Polyethylene conforming to ICEA S-61-402 and NEMA WC5, having a minimum wall thickness of .045". The outer jacket shall be pressure extruded so as to completely fill the interstices between the two insulated wires, or may have Tube Jacketing to form

4.4. The two conductors shall be color coded with one conductor black and the other red. Both conductors shall be the same size and shall be of sizes as required for the proper operation of the Field Decoders and solenoids and/or as called for on the drawings.

4.5. All splices and connections in this wiring shall be made using Rainbird DB Series wire connector. Any other type of wire connectors will not be acceptable. Care shall be taken with each wire joint or connection to assure that a completely good, waterproof connection will result. It is important that all wire connections be absolutely watertight and with no leakage to ground or any shorting from one conductor to the other.

5. Surge protection – general: All surge protection, grounding and installation of equipment, therefore specified, shall be installed in strict compliance with the manufacturer's recommendations and in accordance with local, state and federal codes and requirements.

6. The Grounding Network, at the controller shall measure not more than 10 OHMS when measured with a Vibra-Ground, or similar type instrument. It will greatly increase the effectiveness of the surge protection equipment, if the grounding grid network can be 5 OHMS or less. It is extremely important that a good ground be maintained for the surge Arrestors to be effective and periodic testing is recommended, to assure that you do have a good grounding system at all times.

7. Primary power surge protection: Furnish and install on the power circuit, furnishing power to the power transformer a surge arrestor.

8. Field surge protection: Surge protection LSP-1TURF shall be installed at every line termination point. Additional installations of LSP-1's are needed per 300 feet of wire cable, located at the nearest line decoder. The LSP-1 ground wires shall be connected to a single 8-foot ground rod. If the valve is metallic or the solenoid valve has a metallic center pin, one LSP-1 ground wire shall be connected to this. The FD401 and FD-601 contain a LSP within and must be grounded.

PART 3 – EXECUTION

3.1 INSPECTION – Examine areas and conditions under which Work of this Section is to be performed. Do not proceed with Work until unsatisfactory conditions have been corrected.

A. Grading operations, with the exception of final grading, shall be completed and approved by Owner prior to staking or installation of any portion of irrigation system except sleeving.

3.2 PREPARATION

A. All materials, equipment, etc, are to be located in landscape areas, contractor to provide accurate as-built verifying actual locations. Any discrepancies between site conditions and drawings are to be brought to the attention of the Landscape Architect for clarification. Final location of controllers and backflow device to be approved by Landscape Architect prior to installation.

B. Staking shall Occur as noted on Plans:

C. Trenching – Dig trenches straight and support pipe continuously on bottom of trench. Trench bottom shall be clean and smooth with all rock and organic debris removed. Pressure supply line trenches shall be over-excavated as required to allow for bedding material. Trench depth shall be uniform as required to meet minimum depth requirements for type of piping.

1. Clearances:

1.1 Piping Smaller than 3 inches – Trenches shall have a minimum width of 7 inches.

1.2 Line Clearance – Provide not less than 6 inches of clearance between each line, and not less than 12 inches of clearance between lines of other trades.

2. Pipe and Wire Depth (minimum depths):

2.1 Pressure Supply Piping – 14" deep to top of the pipe.
2.2 Non-pressure piping (rotor) – 10" deep to top of the pipe
2.3 Non-pressure piping (pop-up) – 8" deep to top of the pipe.
2.4 Control Wiring – 14" deep.

3. Boring will be permitted only where pipe must pass under obstruction(s), which cannot be removed, and must be approved by The Engineer if not specifically indicated on construction drawings. Final density of backfill shall match that of surrounding soil. Use of sleeves of suitable diameter is acceptable if installed first by jacking or boring and pipe, laid through sleeves. Observe same precautions as though pipe were installed in open trench.

3.3 INSTALLATION – Locate other equipment as near as possible to locations designated on approved construction drawings. Deviations; shall be approved by Owner's Representative prior to installation. Contractor shall coordinate all work with other contractors and protect, maintain and coordinate work with work under other sections.

A. PVC and PE Piping:

1. Snake pipe in trench as much as possible to allow for expansion and contraction, do not place mainline and lateral line in same trench. Place each line in a separate trench.

2. When pipe laying is not in progress, or at end of each day, close pipe ends with tight plug or cap

3. Coordinate pressure supply line installation with required bedding operations

4. Stake all above grade PVC piping per details

5. Use 45 degree ells when making perpendicular crossings of above grade PVC piping, to depress bottom pipe.

6. Lay pipe and make all plastic- to- plastic joints in accordance with manufacturers recommendations.

B. Control Wiring

1. Low Voltage Wiring:

1.1 Install control wiring in 2" PVC sleeves.
1.3 Install control wire splices not occurring at control valve in a separate splice valve box

C. Gate Valves – Install where shown on approved Drawings.

D. Dripline

1. Install dripline where designated on approved drawings or where staked. Spacing of dripline shall not exceed the maximum indicated on Drawing unless re-staked as directed by The Engineer. In no case shall the spacing exceed maximum recommended by manufacturer.

E. Backfilling – Do not begin backfilling operations until required system tests have been completed. Backfill; shall not be done in freezing weather, except with prior approval by The Engineer. Leave trenches slightly mounded to allow for settlement after backfilling is completed. Settlement of trenches within the warranty period shall be cause for removal of finish grade treatment, refilling, compaction, and repair of finish grade treatment. Trenches shall be finish graded prior to walk through of system by The Engineer.

1. Pressure Supply Lines: All pressure supply lines shall be bedded with construction grade sand 4" below invert of pipe, to 6" above top of pipe and width of trench.

2. Materials – Excavated material is generally considered satisfactory for backfill purposes after completing bedding requirements. Backfill material shall be free of rubbish, vegetable matter, frozen materials, and stones larger than 2 inches in maximum dimension. Do not mix subsoil with topsoil. Material not suitable for backfill shall be hauled away. Contractor shall be responsible for providing suitable backfill if excavated material is unacceptable or not sufficient to meet backfill, compaction and final grade requirement.

3. Open excavations: Do not leave trenches open for a period of more than 48 hours. Open excavations shall be protected in accordance with OSHA regulations.

4. Backfill: Compact backfill to 90% maximum density of 6" lifts, determined in accordance with ASTM D1557 utilizing the following method:

4.1 Mechanical tamping

5. Tolerances:

5.1 Puddles, pooling, and/or jetting is prohibited within 10' – 0" of building or foundation walls.

5.2 Settlement of trenches is cause for removal of finish grade treatment, refilling, compaction, and repair of finish grade treatment.

3.4 FIELD QUALITY CONTROL

A. Flushing – After piping, risers, and valves are in place and connected, but prior to installation of sprinkler heads, quick coupling valves, and air release valve, thoroughly flush piping system under full head of water pressure from dead end fittings. Maintain flushing for 5 minutes through furthermost valves. Cap risers after flushing.

B. Testing:

1. Prior to the installation of the irrigation system mainline, the contractor shall verify the pressure of the water service to the site. If it is lower than the pressure given on the approved plans, contact the The Engineer immediately before proceeding with further construction. All other testing shall be done in the presence of the The Engineer. Arrange for presence of The Engineer a minimum of 48 hours in advance of testing. Supply force pump and all other test equipment.

2. After backfilling, and installation of all control valves, quick coupling valves, drain valves, and air release valve, fill pressure supply line with water and pressurize. To 40 PSI over the designated static pressure or 150 PSI whichever is greater, for a period of 2 hours. Test in presence of The Engineer.

3. Leakage, Pressure Loss – Test is acceptable if no leakage or loss of pressure is evident during test period.

4. Leaks – Detect and repair leaks.

5 Retest system until test pressure can be maintained for duration of test.

6. Before final acceptance, pressure supply line shall remain under pressure for a period of 48 hours.

C. Walk Through Inspection and Punch List:

1. Arrange for The Engineer presence a minimum of 48 hours in advance of walk through.

2. Entire system shall be completely installed and operational prior to scheduling of walk through as per irrigation plans. All sod areas are to be complete with head height and valve boxes adjusted accordingly.

3. Operate each zone in its entirety for The Engineer at time of walk through and open all valve boxes.

4. The Engineer shall generate a punch list of items to be corrected prior to irrigation warranty period. Contractor shall complete all items.

5. Furnish all materials and perform all work required to correct all inadequacies due to deviations from contract documents, and as directed by The Engineer.

D. Walk through for Irrigation Guarantee Period:

1. Arrange for The Engineer presence a minimum of 48 hours in advance of walk through.

2. Show evidence to The Engineer that Owner has received all accessories, charts, record drawings, and equipment as required before final completion walk through is scheduled.

3. Operate each zone identified as deficient at walk through for The Engineer at time of final completion walk-through to ensure correction of all incomplete items. Items deemed not acceptable by The Engineer shall be reworked to complete satisfaction of The Engineer.

4. If after request to The Engineer for final walk-through for the beginning of the Irrigation Guarantee Period, The Engineer finds items during walk through which have not been properly adjusted, reworked, or replaced as indicated on the list of uncompleted items from Punch List, Contractor shall be charged for all subsequent walk- through. Funds will be withheld from final payment and/or retainer to Contractor, in amount equal to additional time and expenses incurred by The Engineer to conduct and document further walk through as deemed necessary to ensure compliance with Contract Documents.

5. Upon satisfaction of the above, the The Engineer will issue a written notice that the

irrigation warranty period has begun and will end one year thereafter.

E. Warranty Services

1. System Activation/Reactivation – Initial activation and reactivation after first season winterization.
2. Mid-Season System Check – warranty checkpoint.
3. Winterization – Winterization after both the initial activation and reactivation.

3.5 ADJUSTING

A. Upon completion of installation, "fine-tune" entire system by regulating valves, adjusting patterns and break-up arms/screws, and setting pressure reducing valves or throttling control valve flow controls at proper pressure to provide optimum and efficient coverage. Flush and adjust all sprinkler heads for optimum performance and to prevent over-spray onto walks, roadways and building as much as possible. Heads of same type shall be operating at same pressure +/- 7%.

B. If it is determined that irrigation adjustments will provide proper and more adequate coverage, make such adjustments prior to Final Acceptance as directed, at no additional cost to Owner. Adjustments may also include changes in nozzle sizes, degrees of arc, and control valve throttling.

C. Irrigation areas that do not conform to operation requirements shall be immediately corrected at no additional cost to the Owner.

3.6 INSPECTION

A. Installation work is subject to inspections at any time during work for compliance with specified materials and installation requirements by the The Engineer. Any method of installation utilizing material not in conformance with the construction documents will be reinstalled, repaired, and or removed to the satisfaction of the The Engineer and at no cost to the Owner.

B. Formal inspections will be conducted at the the Engineer request by the the Engineer at the following intervals:

1. Prior to any inspection, contractor is to submit all as-built to The Engineer

2. Inspection of routing of mainline, control valve locations and flag head locations prior to trenching.

3. Inspection of mainline pressure test.

4. Completion walk through punch list (see section 3.04C)

5. Walk through for irrigation guarantee period (see section 3.04D)
6. Final Acceptance walk-through.

3.7 CLEANING and DISPOSAL OF WASTE MATERIAL

A. Perform routine cleaning after each workday during installation of the system. Upon completion, remove from site all excess materials, soil, debris, and equipment. Repair damage resulting from irrigation system installation.

B. Stockpile, haul from site, and legally dispose of waste materials, including unsuitable excavated materials such as rock, trash, and debris.

C. Keep disposal route clear, clean, and free of debris.

3.8 ACCEPTANCE

A. At the end of the warranty period, the the Engineer will make an inspection. If all work provided for in the contract is found complete and in accordance with the construction documents, this inspection will constitute the final inspection and acceptance. The The Engineer will notify the Contractor in writing of this acceptance.

B. If the inspection reveals any unsatisfactory work, the Contractor will replace the work until; it is accepted by the the Engineer.

3.9 METHOD OF MEASUREMENT
Measure per component in the unit of measurement as shown in list below.

3.10 BASIS OF PAYMENT

Verify with Owner that maintenance service is required for Project. Consider deleting this article for small-scale residential projects. Generally, a maintenance period should be long enough to ascertain the initial establishment of healthy plants.

The accepted quantities, complete in place, will be paid for at the contract unit price for each of the pay items listed below. All costs of securing the source, processing, storing and hauling the material to the site will be paid for at the contract unit price.

HANDRAILS

DESCRIPTION

The work of this special provision includes painted and anodized exterior ornamental aluminum guardrails and handrails.

MATERIALS

1.1 Performance Requirements

A. General: Engineer railings to withstand structural loads indicated. Determine allowable design working stresses of railing materials based on the following:

B. Aluminum: The lesser of minimum yield strength divided by 1.65 or minimum ultimate tensile strength divided by 1.95

C. Structural Performance: Provide railings capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Handrails:
   a. Uniform load of 50 lbf/ ft. applied in any direction.
   b. Concentrated load of 200 lbf applied in any direction.
   c. Uniform and concentrated loads need not be assumed to act concurrently.
2. Top Rails of Guards:
   a. Uniform load of 50 lbf/ ft. applied in any direction.
   b. Concentrated load of 200 lbf applied in any direction.
   c. Uniform and concentrated loads need not be assumed to act concurrently.
3. Infill of Guards:
   a. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft. Infill load and other loads need not be assumed to act concurrently.

D. Thermal Movements: Provide exterior railings that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

E. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

2.1 Submittals

A. Metals fabricator's qualifications.
B. Manufacturer's product lines of standard components.
C. Grout, anchoring cement and paint products.
D. Shop Drawings including plans, elevations, sections, details and attachments to other work.

1. Include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
2. Handrails and guardrails are to comply with all applicable building codes.

E. Samples for verification including:

1. A minimum 12" square, painted section of the guardrail and handrail assembly including a portion of the top rail, bottom rail, balusters, posts and handrail. All samples are to be constructed of actual components being proposed, accurate in profile, finish and gage.
2. A welded connection
3. Fittings and brackets.

3.1 Quality Assurance

A. Source Limitations: Obtain each type of railing through one source from a single manufacturer.
B. Product Options: Information on Drawings and in Specifications establishes requirements for system's aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction. Performance characteristics are indicated by criteria subject to verification by one or more methods including structural analysis, preconstruction testing, field testing, and in-service performance.
C. Do not modify aesthetic intent without Architect's written approval.
D. Qualify welding procedures and personnel according to AWSD1.2, "Structural Welding Code – Aluminum".

4.1 Project Conditions

A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication and indicate measurements on Shop Drawings.
B. Provide allowance for trimming and fitting at site.

5.1 Metals

A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails, unless otherwise indicated.
C. Aluminum, General: Provide alloy and temper recommended by aluminum producer

and finisher for type of use and finish indicated, and with strength and durability properties for each aluminum form required not less than that of alloy and temper designated below:

1. Extruded Bars and Shapes Including Extruded Tubing: ASTM B 221, Alloy 6063- T5/T52.
2. Extruded Structural Round Tubing: ASTM B 429, Alloy 6063-T6.
3. Provide Standard Weight (Schedule 40) pipe, unless otherwise indicated or required to meet structural performance requirements.

D. Drawn Seamless Tubing: ASTM B 210, Alloy 6063-T832.
E. Die and Hand Forgings: ASTM B 247, Alloy 6061-T6.
F. Castings: ASTM B 26, Alloy A356.0-T6.

6.1 Fasteners

A. General: Provide the following:

1. Aluminum Components: Type 316 stainless steel fasteners.
2. Provide tamper resistant concealed fasteners for interconnecting railing components and for attaching railings to other work, unless otherwise indicated.
3. Anchors: Provide torque-controlled expansion anchors, fabricated from corrosion-resistant materials with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry and equal to four times the load imposed when installed in concrete, as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.

7.0 Nonshrink, Nonmetallic Grout

Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.

8.0 Fabricators/Installers

Subject to compliance with requirements, provide aluminum pipe and tube railings by a metals fabricator with a minimum of five years of experience with successful installation of custom ornamental aluminum guardrail and handrail systems.

9.1 Fabrication

A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads and comply with all applicable codes.

1. Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.

2. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch, unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
3. Form work true to line and level with accurate angles and surfaces.
4. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
5. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.

B. Connections: Fabricate railings with welded connections, unless otherwise indicated.
C. Welded Connections for Aluminum Pipe: Fabricate railings to interconnect members with concealed internal welds that eliminate surface grinding, using a system of sleeve and socket fittings

1. Use welding rods and bare electrodes per AWS specifications for metal alloy welded. Provide type and alloy as recommended by producer for metal and as required to match strength and compatibility of fabricated items.
2. Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
3. Close exposed ends of railing members with prefabricated end fittings.
4. Provide wall returns at ends of wall-mounted handrails, unless otherwise indicated. Close ends of returns unless clearance between end of rail and wall is 1/4 inch or less.

D. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work, unless otherwise indicated.

1. For railing posts set in concrete, provide steel sleeves not less than 6 inches long with inside dimensions not less than 1/2 inch greater than outside dimensions of post, with aluminum plate forming bottom closure.

10.1 Finishes

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

1. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.
2. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.

3. Clear Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm.

D. Where painted aluminum is designated on the Drawings: Provide a High-Performance Organic Finish Three-coat fluoropolymer finish complying with AAMA 2605 and containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions. The paint color to match Landscape Forms standard paint color titled "Stormcloud" with a matte texture.

CONSTRUCTION REQUIREMENTS

1.1 Installation

A. Fit exposed connections together to form tight, hairline joints.
B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
C. Do not weld, cut, or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
D. Set posts plumb within a tolerance of 1/16 inch in 3 feet.
E. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.
F. Corrosion Protection: Coat concealed surfaces of aluminum that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
G. Adjust railings before anchoring to ensure matching alignment at abutting joints.
H. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

2.1 Railing Connections

A. Nonwelded Connections: Use mechanical or adhesive joints for permanently connecting railing components. Use wood blocks and padding to prevent damage to railing members and fittings. Seal recessed holes of exposed locking screws using plastic cement filler colored to match finish of railings.
B. Welded Connections: Use fully welded joints for permanently connecting railing components.
C. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches beyond joint on either side, fasten internal sleeve securely to 1 side, and locate joint within 6 inches of post.

3.1 Anchoring Posts

A. Form or core-drill holes not less than 5 inches deep and 3/4 inch larger than OD of post for installing posts in concrete. Clean holes of loose material, insert posts, and fill annular space between post and concrete with anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions.

4.1 Anchoring Railing Ends

A. Anchor railing ends to concrete and masonry with round flanges connected to railing ends and anchored to wall construction with anchors and bolts.

5.1 Attaching Handrails To Walls

A. Attach handrails to wall with wall brackets. Provide brackets with 1-1/2-inch clearance from inside face of handrail and finished wall surface.
B. Use type of bracket with flange tapped for concealed anchorage to threaded hanger bolt.
C. Ensure anchorage is solidly fixed to concrete substrate where wall finish is a stone veneer. Use drilled-in expansion shields and hanger or lag bolts for anchorage in concrete.
D. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads and comply with applicable building codes and ADA statutes.

METHOD OF MEASUREMENT

The HANDRAIL work will be measured per lineal foot of installed and accepted guardrail and handrail.

Where handrail is attached to a guardrail, the handrail component will be measured independently of the guardrail. All brackets, fasteners and miscellaneous requirements to attach the handrail to the walls or guardrails will be measured as a part of the HANDRAIL pay item.

Where the handrail is fixed to a post mounted in the pavement, the post, sleeve, grout and miscellaneous requirements to provide a fully complete installation will be measured as a part of the HANDRAIL pay item.

For pay items to be measured, the complete item will be required to be fully furnished and installed.

BASIS OF PAYMENT

The accepted quantities of each pay item listed below will be paid for at the contract unit price indicated below. The pay items include all fabrication, submittals, mockups, coordination with other trades, anchorage devices and installation requirements. This payment will be full compensation for furnishing and placing all materials complete as specified or detailed.

Payment Will Be Made Under:

PAY ITEM	UNIT
HANDRAIL	LF

STANDARD UTILITY BOXES

DESCRIPTION

The work of this special provision includes the furnishing and installing pre-cast integrated assembly of utility boxes with lids. Electrical Utility Boxes include all conduit, conductors, ground conductors, connections, splices, wiring devices, ground rods and accessories required for a complete and functional system. Irrigation and Water Utility Boxes include all pipe, hardware, fittings, and accessories required for a complete and functional system.

A summary of all standard utility boxes is provided below:

* See Separate Specification for

MATERIALS

A. Delegated Design: Design formed metal items, including engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

B. Structural Performance: Decorative formed metal items, including anchors and connections, shall withstand the effects of gravity loads and the following loads and stresses without exceeding the allowable design working stress of materials involved and without exhibiting permanent deformation in any components:

    a. Live Loads: 100 lbf/sq. ft. or a concentrated load of 300 lbf on an area of 4 sq. in., whichever produces the greater stress.

C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.

    a. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

D. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

1.1 Submittals

A. Shop Drawings:

    a. Show fabrication and installation details for each type of cast iron lid.

B. Pre-installation Conference: Conduct conference at Project site after the first utility box is roughed-in. Conference to review:

    a. Procedures for ensuring the top surface of the box will remain flush with adjacent curb tops and pavements.

    b. The successful accommodation of the variety of utility feeds into and out of the various box types and locations.

C. Coordination: Coordinate installation of anchorages for metal items. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry.

D. Ductile Iron: ASTM A536, Class 65-45-12 with raw natural finish.

E. Fabrication, General: Coordinate dimensions and attachment methods of metal items with those of adjoining construction to produce integrated assemblies with closely fitting joints and with edges and surfaces aligned unless otherwise indicated.

a. Build in straps, plates, and brackets as needed to support and anchor fabricated items to adjoining construction. Reinforce decorative formed metal items as needed to attach and support other construction.
b. Where welding, weld joints and seams continuously.

F. Manufacturers: Subject to compliance with requirements, provide products by the following:

a. Pre-Cast Utility Box Components:
Concast
1010 North Star Drive
Zumbrota, MN 55992-0069
(507) 732-4095

b. Ductile Iron Components:
Urban Accessories of
Takoma, Washington.
Represented by: AB Creative of
DeSoto, KS, (913-583-3332)

G. Wiring Devices
Festival Electrical Utility Boxes shall utilize Duplex GFCI receptacles and shall comply witl

a. GFCI Receptacles shall meet National Electrical Code Weather-Resistant requirements, shall be listed to the Weather-Resistant supplement of UL [redacted]ed UL corrosion requirements. Rubber curtains shall let plug blades in, keep dust, water and insects out. Provide integral gasket to seal receptacle. Receptacles shall be of high-impact-resistant thermoplastic construction with matching Nylon wall plate. GFCI Receptacles shall be Pass & Seymour Cat. # 2095DSWRBK, or equivalent meeting requirements noted.

b. "WP", where noted, indicates that receptacles are to be used with Weatherproof Receptacle Covers, specified elsewhere.

c. Ground Rods
For ground rods see Special Provision STANDARD UTILITY BOX, 48x48 (ELECTRICAL – HO1)

d. Conduit
For conduit see Special Provision CONDUIT, BELOW GRADE

e. Wire
For wire see Special Provision WIRE IN CONDUIT

f. Splices and Joints
For splices and joints see Special Provision WIRE IN CONDUIT CONSTRUCTION

REQUIEMENTS

A. Installation: Install per manufacturer's recommendations.

B. Examination: Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of boxes. Proceed with installation only after unsatisfactory conditions have been corrected.

C. Installation: Locate and place boxes level and plumb and in alignment with adjacent construction. Install per manufacturer's recommendations.

D. Protection: Protect finishes from damage during construction period. Remove temporary protective coverings at time of Substantial Completion.

METHOD OF MEASUREMENT

The UTILITY BOXES work will be measured per each unit installed and accepted.

For pay items to be measured, the complete item will be required to be fully furnished and installed.

BASIS OF PAYMENT
The accepted quantities of each pay item listed below will be paid for at the contract unit price indicated below. The pay items include all fabrication including all listed components, submittals, installation, anchorage, sealant and miscellaneous requirements. Electrical Utility Boxes [redacted], [redacted] include all conduit, conductors, ground conductors, connections, splices, wiring devices, ground rods and accessories required for a complete and functional system. Irrigation and Water Utility Boxes X901605 and X901606 include all pipe, hardware, fittings, and accessories required for a complete and functional system. This payment will be full compensation for furnishing and placing all materials complete as specified and detailed.

Payment Will Be Made Under:

PAY ITEM	UNIT
UTILITY BOXES	EACH

WIRELESS LIGHTING CONTROL

1.1 Description

1.2 Summary

This Section includes the design, fabrication and installation of the wireless lighting control system, outdoor fixture antennae, outdoor wireless controller modules, segment control module, enclosure, web interface server.

2.1 Materials

2.2 Manufacturer

System shall be OWLET NIGHTSHIFT provided by Schreder. Schreder is represented by:

Luikart Eason Calcaterra & Co
11088 Millpark Suite 120
Maryland Heights, MO 63403

Installation of outdoor lighting controllers and antennae must be coordinated with the fixture manufacturer, Michaels' Lighting of Winona, Minnesota (as represented by TechLite) See Special Provision LIGHT POLE ASSEMBLIES, SPECIAL for further information.

2.3 Design Criteria

Performance: Control Manufacturer shall provide web interface, server and hosting of Owlet Nightshift control package. Provide individual control, using Zigbee open communication protocol. Including dimming for each Light Pole Assembly, Special luminaire. Provide constant lumen output at 80% of rated fixture lumens. (This must be coordinated with luminaire manufacturer and LED driver manufacturer.)Record operating data in a MySQL database and develop built-in reports.

Security: Secure all communication using 128 bit AES encryption.

2.4 Outdoor Luminaire Controller

Luminaire control shall be via Intela Lumencontroller installed one each per luminaire. Install "shark fin" antenna on each luminaire for wireless communication. Include optional Lightsync photo-input installed on exterior of fixtures to ensure photocell operation of fixtures in the event of communication loss. This installation must be coordinated with the luminaire manufacturer..

2.5 Segment Controller

Segment controller shall be OWLET SeCo, installed at CR-1 Lighting Control Panel. Segment controller shall communicate wirelessly with individual luminaires. Provide SIM card for wireless communication with hosting server.

2.6 Web Interface
Reserved

3.1 Construction Requirements

3.2 Submittals
Shop Drawings: Submit shop drawings depicting component installation in luminaires, and complete functional schematic of control system. Product cut sheets: Submit for luminaire controller and segment controller.

3.3 Delivery, Storage and Handling
Deliver furnishings and accessories completely identified for installation procedure. Handle and store to prevent damage or soiling.

3.4 Installation
Installation of all items shall be complete so as to provide fully operational systems. Luminaire controller shall be fastened in place within luminaires to avoid damage due to vibration.

3.5 Owning
Installation to include programming, bar code reading mapping of each luminaire to its geographical location and setup of system configuration. Wireless control manufacturer shall provide personnel on –site for as many days as required to Owner a fully operational system

3.6 Testing
Operation of each feature must be demonstrated to include individual luminaire control, programmed group dimming and control and report generation.

4 Method of Measurement
The Wireless Lighting Control will be measured per lump sum system installed and accepted. One fully functional wireless lighting control will be one unit.
For pay items to be measured, the complete item will be required to be fully furnished and installed.

5 Basis of Payment
The accepted quantities of each item will be paid for at the contract unit price per lump sum. The pay items include all necessary engineering, shop drawing preparation, fabrication, shipping, installation, luminaire controllers, segment controllers, web interface and accessories required for a fully functional wireless lighting control system.
This payment will be full compensation for furnishing and placing all materials complete as specified or detailed.

600 AMP LIGHTING CONTROL PANEL

1.1 Description

1.2 Summary

This work shall consist of labor, equipment and materials necessary to provide a complete and operational service entrance and lighting control rack as detailed on drawings and specified herein. All work shall be as shown on project drawings and coordinated with serving utility requirements.

The work described in this Specification Section is for information only. The Contractor shall comply with all requirements of the Serving Utility effective at the time of the installation of the Service Entrance. This may result in different installation methods and different equipment supply and installation by the Contractor than shown on the plans or specified herein. All material, equipment and labor required to furnish and install a complete and operational Service Entrance in compliance with Serving Utility requirements shall be considered incidental to the contract work.

Serving Utility shall furnish and install:
1. Medium-Voltage primary cable, installation and terminations.
2. Service transformer
3. Pole Riser conduit.
4. Service transformer secondary conductors to meter pedestal.
5. Meter Pedestal
6. KWH Meter instrument.

Contractor shall furnish and install:
1. Trenching, backfill, conduit and pull-string meeting utility requirements between pole riser and meter pedestal. Electric utility will furnish and install transformer secondary conductors to the meter pedestal.
2. Service Disconnect, Fused - rack mounted
3. Distribution Panelboard – rack mounted
4. Lighting controller – rack mounted
5. Pullbox – rack mounted
3. Any additional work as required by serving utility but not specifically noted herein shall be considered incidental to this section.
4. Grounding and Bonding for Service Entrance.
5. Mounting Rack of strut type framing with concrete pier foundation.
6. Galvanized Rigid Steel Conduit above grade.

2.1 Materials

2.2 Conduit

Conduit shall be as specified in Special Provision CONDUIT, BELOW GRADE.

2.3 Wire

Ground Electrode wire shall be #4 Solid Copper annealed or soft drawn. All other wire shall be as

specified in Special Provision, WIRE IN CONDUIT.

2.4 Splices and Joints

Splices and joints shall be as specified in Special Provision, WIRE IN CONDUIT.

2.5 Service Disconnect Fused

Safety switches (disconnects) shall be rated for use at 480 Volts, 3 phase and shall be Heavy Duty, NEMA KS 1 load interrupter enclosed knife switch with externally operated handle interlocked to prevent opening front cover with switch in ON position. Disconnect handle shall be lockable in OFF position.

Safety switch enclosures shall be NEMA 4X, unless otherwise indicated on drawings.

Disconnect shall be fusible-type and shall include high-interrupting capacity, U.L. Class "R" time-delay (slow-blow) fuses, Buss, or equivalent. Fuse ampacities shall be as noted on the project drawings. Three spare fuses of each ampacity used on the project drawings shall be provided with each fusible disconnect.

Disconnect shall be U.L. Listed as suitable for use as Service Entrance Disconnect Equipment. Provide Ground Kit and Neutral Kit where required.

2.6 Distribution Panelboard

Panelboard shall be provided with bolt-on circuit breakers of size and rating as detailed in panel schedule on plans. Breakers shall be 1, 2 or 3-pole with an integral crossbar to assure simultaneous opening of all poles in multipole circuit breakers. Breakers shall have an overcenter, trip-free, toggle-type operating mechanism with quick-make, quick-break action and positive handle indication. Handles shall have "ON", "OFF" and "TRIPPED" positions. Circuit breakers shall be UL listed in accordance with UL Standard 489.

Panelboards bus structure and main lugs or main circuit breakers shall have current ratings as shown on panelboard schedule. Bus material shall be copper with either silver or tin plating. Bus ratings shall be in accordance with UL Standard 67. Bus bar connections to branch circuit breakers shall be the "distributed phase" or phase sequence type.

Panelboard bus assembly shall be enclosed in a steel cabinet rated NEMA 3R (unless otherwise noted on the drawings). Box front shall include a door and have a flush, cylinder tumbler-type lock and catch and spring-loaded stainless steel door pull. Door shall have completely concealed hinges when closed and shall not be removable when locked. A circuit directory frame and card with a clear plastic cover shall be provided on door interior.

Panelboards shall be nominal 20" in width unless otherwise noted.

Panelboards rated 240 VAC or less shall have short-circuit ratings as shown on the drawings, or as herein scheduled, but not less than an integrated equipment rating of 18,000 amps RMS symmetrical. All units shall bear UL label.

Except where noted otherwise on the drawings, all panelboards shall have neutral bar and ground bar bonded together. Where neutral bar and ground bar are noted to be isolated, the contractor

shall verify during wiring installation that neutral and ground conductors are terminated on the correct bar.

Where schedule on drawings indicates "SPARE", a complete circuit breaker of the ampacity and number of poles indicated is to be provided. Where schedule on drawings does not indicate a specific size circuit breaker provide a 20 AMP single pole circuit breaker for each of the remaining unused poles. Therefore, panelboard shall be filled with feeder circuit breakers.

Multi-pole circuit breakers with removable tie-links are not acceptable.

Tandem circuit breakers (two circuit breakers on single pole frame) are not acceptable.

Panelboard shall include Surge Protective Device

2.7 Pull Box

Enclosure shall be NEMA 3R rated, hinged with stainless steel hinge pin, with drip shield, single door, white interior mounting panel and easily released door clamps. Materials of construction shall be 16 or 14 gauge steel, depending on enclosure size, with polyester powder coating. Furnish all exterior-mounted NEMA 3R enclosures with a NEMA 4X Drain-Vent (specified below) to remove interior moisture and condensation.

Drain-Vents shall be furnished and installed in the bottom of enclosures in order to remove unwanted condensation and moisture from within enclosure. Units shall be NEMA 4X rated and shall maintain the NEMA 4X rating of enclosures when installed. Drain-Vents shall be as manufactured by Stahlin Enclosures Model DV4XKIT, or equivalent.

2.8 Mounting Strut

Strut-type metal framing shall be provided to mount and support electrical equipment and enclosures as indicated on the drawings.

Strut-type supports shall be either aluminum or stainless steel construction. Unless specifically identified for use on the drawings, painted or factory coated steel, galvanized steel or non-metallic strut are not acceptable alternates to this requirement. Use stainless steel on all project locations where strut is in direct physical contact with earth.

Unless specifically noted to be Type 316 Stainless Steel only, Stainless Steel strut- type metal framing may be Type 304 or Type 316 Stainless Steel.

Aluminum strut-type metal framing shall be Type 6063-T6 Aluminum. All mounting hardware shall be stainless steel.

Manufacturers:

1. Unistrut: P-1000 EA (Aluminum), P-1000 SS (Stainless Steel)
2. B-Line: B22AL (Aluminum), B24SS (Stainless Steel)
3. Equivalent meeting specifications

2.9 Surge Protective Device (SPD or TVSS) for Panelboard.

The Surge Protection units shall be tested to demonstrate suitability for ANSI/IEEE C62.41 Category C1 environments.

The Surge Protective Device shall not limit the use of Through-feed lugs, Sub-feed lugs and Sub-feed breaker features, where applicable.
The Surge Protective Device shall be immediately installed on the load side of the main breaker.

The panelboard shall be capable of re-energizing upon removal of the Surge Protective Device.

A direct bus bar connection shall be used to mount the Surge Protective component to the panelboard bus bar to reduce the impedance of the shunt path.

The Surge Protected panelboard shall be constructed using a direct bus bar connection.

The surge Protective Device shall be included and mounted within the panelboard by the manufacturer of the panelboard.

The complete panelboard, including the Surge Protection Device shall be UL-67 listed.

3.1 Construction Requirements

3.2 Submittals, and Certifications
Shop drawings, product data, and certifications shall be submitted to the Engineer for approval. The submitted information shall be complete and shall include information relative to all specified requirements suitable for verification of compliance.

In general, submittal information shall be dated, current project specific, identified as to the project and shall include the following:

(a) All cable types and sizes used on this project
(b) Rigid PVC Conduit, Connectors, Elbows and Cement
(c) Galvanized Rigid Conduit
(d) Panelboard
(e) Service disconnect switch, fused
(f) Pull box
(g) Mounting strut

3.1 Delivery, Storage and Handling
Conduits shall not be shipped loose, but shall be bundled by sizes. Fittings shall be stored in boxes. All equipment shall be stored on pallets to prevent contact with earth and shall be covered with plastic sheeting to protect them from dirt and weather. Wire and cable shall be delivered on reels or coiled in boxes. Wire and cables shall be stored and handled to prevent damage to conductor and insulation.

3.2 Installation
Install panelboards where shown on the plans, in accordance with manufacturer's directions and in accordance with NEMA PB1.1. Install panelboards plumb. Provide filler plates for unused spaces in panelboards. Provide typed circuit directory for each branch circuit panelboard. Revise directory to reflect circuiting changes as required.

Provide legend plates for all panelboards to identify panelboard as well as voltage, phase and number of wires (example"LP-1, 208Y/120 VAC, 3 PHASE, 4 WIRE").

Install cabinets and enclosures at locations shown on drawings and as directed by Owner's representative. Cabinets and enclosures shall be "stand off" mounted 1/2" from wall to provide free air flow behind cabinets and enclosures.

To maintain NEMA 4X enclosure ratings, watertight hubs which are UL listed NEMA 4X shall be installed as necessary at conduit entrances to enclosure.

At both interior and exterior locations, where enclosure or cabinet knockouts consist of tangential knockouts, the Contractor shall install weatherproof hubs sized for largest knockout, with a reducing bushing sized for the incoming conduit.

Do not fasten supports to pipes (except where detailed on drawings), ducts, mechanical equipment (except where detailed on drawings), or conduit.

Install surface mounted cabinets, enclosures and panelboards with a minimum of four anchors.

Provide materials, sizes and types of anchors, fasteners, and supports necessary to carry loads of equipment and conduits. Consider weights of equipment and conduit when selecting products.

Provide all necessary hardware, such as floor flanges, in order to install equipment as specified or as shown on the drawings.

Include knee-braces and stiffeners as necessary to provide rigid support such that equipment does not bounce or sway.

Use spring-lock washers under all nuts.

4.0 Method of Measurement

The 600 AMP LIGHTING CONTROL PANEL will be measured per each assembly unit installed and accepted. One fully functional control panel assembly and service entrance will be one unit.
For pay items to be measured, the complete item will be required to be fully furnished and installed.

5.0 Basis of Payment

The accepted quantities of each meter pedestal placed will be paid for at the contract unit price per each including all necessary and specified fabrication, installation, service entrance, kwh meter , fused disconnect switch, panelboard, framing strut, pull box, GRS conduit, PVC conduit, fittings, elbows, conduit, wire, trenching, backfill, and miscellaneous requirements. This payment will be full compensation for furnishing and placing all materials complete as specified or detailed.

INSTALL OWNER PROVIDED LIGHT POLE ASSEMBLIES

1.1 Description

1.2 Summary

The city of Branson will purchase the proposed light assemblies and provide the units to the contractor for storage and installation. This Section ONLY includes the installation of the following:

Street Light Assemblies including foundations, light fixtures, LED assemblies, LED drivers, lead wiring, fusing, surge protective devices, device boxes, duplex receptacles, connectors, wireless control, ground rod, ground conductor, wooden poles, specialty painted aluminum plates, shrouds, brackets and castings, access hand holes and planter baskets.

2.1 Materials

2.2 Manufacturer

Michaels' Lighting of Winona, Minnesota (as represented by TechLite) will provide detailed design and the fabrication of the Street Light and Street Name Pole Assemblies and their respective foundations. Michaels' will provide design assist services as required to extend the assembly designs from the character drawings included within these bid documents to a point of a fully detailed design depicting all required components, dimensions, materials, welds, connections, finishes and photometric performance.

An illustrative and linework likeness of the two assemblies has been included within the Drawings for the purpose of aiding the bidders with the process of developing an understanding of the effort required to assemble and install the two assemblies. All installation work is to be completed in a craftsman-like manner that is representative of superior work at the upper limits of quality within the custom light fabrication and installation industries.

[redacted]

2.3 LED Package

The LED package shall be bottom mounted in the fixture to allow an indirect light distribution by reflection from a top mounted reflector. The LED package shall be CREE XM-L-CW, with 36 LEDS, driven at 700 mA, yielding 260 lumens per LED.

2.4 Lightning Protection

The surge protector shall be totally weatherproof and shall withstand a surge current of up to 20,000 amperes (8x20 microseconds) and repetitive surges of up to 200 amperes for a minimum of 10,000 occurrences. Response time shall be less than 50 nanoseconds. The current drain shall not exceed 100 microamperes. The unit shall not allow holdover current or conduction to ground after a surge ends.

Protection shall be achieved for both phase and neutral conductors with surges being passed to ground and not to neutral. There shall be no discharge lag in the protection of phase conductors over the neutral conductor.

2.5 Fuseholders and Fuses

Fuseholders shall consist of a two-section unit designed to hold midget and CL-CC type fuses rated for 30A and 600V. Fuseholders shall be Cooper type HEX or equal.

Fuses shall be dual element time delay type with current limiting characteristics. They shall be rated for 600VAC and have a UL listed interrupting rating of no less than 10,000 amp rms. Fuses shall be sized at 3 times the operating current of the fixture served.

2.6 Receptacles

Duplex receptacles with ground fault circuit interrupters (GFCI) shall be provided and installed where noted on drawings. All units shall be rendered permanently inoperative at its "end of useful life" (EOL) as defined in UL 943. All receptacles shall be rated 20 Amp with NEMA 5-20R receptacle configuration. Provide self-protected GFCI receptacles at each required location. Receptacles shall be back and side wire compatible, feed-thru type (whether or not feed-thru feature is utilized on project). GFCI Receptacles shall be of the following types:

Duplex GFCI receptacles used outdoors shall comply with the following:

1) GFCI Receptacles shall meet National Electrical Code Weather-Resistant requirements, shall be listed to the Weather-Resistant supplement of UL498, and shall exceed UL corrosion requirements. Rubber curtains shall let plug blades in, keep dust, water and insects out. Provide integral gasket to seal receptacle. Receptacles shall be of high-impact-resistant thermoplastic construction with matching Nylon wall plate. GFCI Receptacles shall be Pass & Seymour Cat. # 2095DSWRBK, or equivalent meeting requirements noted.

2) "WP", where noted, indicates that receptacles are to be used with Weatherproof Receptacle Covers, specified elsewhere.

2.7 Wire, Connections and Joints

Wire, connections and joints shall be as specified in Wire in Conduit.

2.8 Ground Rod

Ground rods shall be UL listed, single-piece, 5/8" diameter by 8' long copper-clad steel with minimum 10 mil copper cladding.

2.9 Ground Rod Connections

All buried connections of grounding and bonding components shall be via exothermic weld only. Clamp or compression grounding connections below grade will be rejected and replaced at Contractor's expense.

2.10 Exothermic Welding Equipment Manufacturers

Erico – Cadweld Continental Industries – Therm-O-Weld Hagar – Ultraweld

3 Construction Requirements

3.1 Delivery, Storage and Handling

Deliver furnishings and accessories completely identified for installation procedure. Handle and store to prevent damage or soiling.

3.2 Installation

Installation of all items shall be complete so as to provide fully operational systems. Install all items in plumb alignment using noncorrosive hardware sufficient in size and quantity to fully secure units to pavements.

All receptacles shall be grounded with a ground conductor connected to their respective grounding terminal or screw.

Test all receptacles, toggle switches and control stations for proper operation, including GFCI operation where applicable.

Unless otherwise specified, install duplex outlets with ground blade on the bottom if mounted vertically or to the right if mounted horizontally. Install GFCI receptacles in such that "Test" and "Reset" wording are oriented correctly.

3.4 Testing

Each Ground Rod shall be tested for resistance to earth a "three-terminal" or "fall-of-potential" test as described in IEEE Standard #81. As an alternate, a specially designed clamp-on instrument such as AEMC Model 3710 or 3730 may be used if found acceptable to the engineer. Based upon measured field data, the Contractor shall calculate the ground field resistance and furnish record copies to the Engineer and Owner for record. In no case shall the ground field resistance exceed 25 ohms. If the resistance is found to be higher than 25 ohms, one additional rod shall be driven with a minimum separation equal to the length of the ground rod used and connected in parallel with the rod under test.

Exterior ground rod resistance testing shall not be measured during unusually wet weather and should be performed during normal weather and soil conditions. Any tests incorrectly performed or not performed to the satisfaction of the engineer will be repeated. Costs for all such re-testing shall be considered incidental to the project.

All specified maximums and minimums of this specification must be met.

Complete test records of all tests shall be made and shall show resistance values obtained and calculations of same, showing method of test and calculation.

4 Method of Measurement

The Light Pole Assemblies, Special will be measured lump sum for the assembly unit installation of all light poles assemblies shown on the plans.

5 Basis of Payment

Payment will be made Lump Sum for all necessary installation of foundations, light fixtures, LED assemblies, LED drivers, lead wiring, fusing, surge protective devices, device boxes, duplex receptacles, connectors, wireless control, ground rod, ground conductor, wooden poles, specialty painted aluminum plates, shrouds, brackets and castings, and planter baskets.

This payment will be full compensation for installing all materials complete as specified or detailed.

INSTALL OWNER PROVIDED STREET NAME SIGN ASSEMBLIES

DESCRIPTION

The city of Branson will purchase the proposed street sign assemblies and provide the units to the contractor for storage and installation. This Section ONLY includes the installation of the following:

Street Name Pole Assemblies including foundations, street name blades, parking blades, liberty oak medallions, connectors, wooden poles, painted specialty aluminum plates, shrouds, castings and brackets.

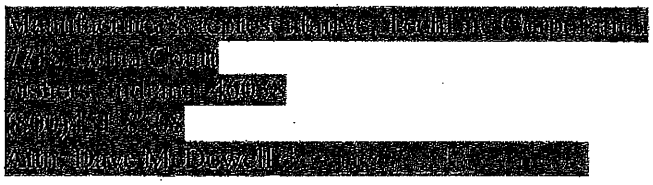
MATERIALS

1.0 Manufacturer:

Michaels' Lighting of Winona, Minnesota (as represented by TechLite) will provide detailed design and the fabrication of the Street Name Pole Assemblies and their respective foundations. Michaels' will provide design assist services as required to extend the assembly designs from the character drawings included within these bid documents to a point of a fully detailed design depicting all required components, dimensions, materials, welds, connections, and finishes.

An illustrative and linework likeness of the assemblies has been included within the Drawings for the purpose of aiding the bidders with the process of developing an understanding of the effort required to assemble and install the assemblies.

All installation work is to be completed in a craftsman-like manner that is representative of superior work at the upper limits of quality within the custom light fabrication and installation industries.



Contact Dave McDowell to obtain information on installation requirements.

CONSTRUCTION REQUIREMENTS

1.0 Delivery, Storage and Handling

Deliver furnishings and accessories completely identified for installation procedure. Handle and store to prevent damage or soiling.

2.0 Installation

Installation of all items shall be complete so as to provide fully operational systems. Install all items in plumb alignment using noncorrosive hardware sufficient in size and quantity to fully secure units to pavements.

METHOD OF MEASUREMENT
The INSTALLATION OF OWNER PROVIDED STREET NAME SIGN ASSEMBLIES will be
measured lump sum for the assembly unit installation of all street name sign assemblies shown on the plans

BASIS OF PAYMENT
Payment will be made Lump Sum for all necessary installation of all necessary installation, anchorage materials, foundations, and miscellaneous requirements.

This payment will be full compensation for furnishing and placing all materials complete as specified or detailed. Payment Will Be Made Under:

PAY ITEM	UNIT
INSTALL OWNER PROVIDED STREET	LS NAME SIGN ASSEMBLY

PLUMBING

1.1 GENERAL

A. Provide mechanical systems indicated on drawings, specified or reasonably implied. Provide every device and accessory for proper operation and completion of mechanical systems

B. Contractror shall familiarize himself with equipment provided by other contractors, which require mechanical connections and controls.

1.2 LOCAL CONDITIONS

A. Visit site and determine existing local conditions affecting work in contract

B. Failure to determine site conditions or nature of existing or new construction will not be considered a basis for granting additional compensation.

1.3 CODES, ORDINANCES, RULES, AND REGULATIONS

A. Provide work in accordance with applicable codes, rules, ordinances, and regulations of Local, State, and Federal Governments and other Authorities Having lawful Jurisdiction (AHJ).

B. Conform to latest editions and supplements of the following codes, standards, or recommended practices as adopted by the AHJ.

A. 2009 International Plumbing Code

C. Contractror shall secure and pay for necessary permits and certificates of inspection required by governmental ordinances, laws, rules, or regulations.

1.4 LOCATIONS AND INTERFERENCES

A. Locations of equipment, piping, and other mechanical work are indicated diagrammatically by drawings. Determine exact locations on job , subject to structural conditions, work of other contractors, access requirements for installation.

B. Study and become familiar with drawings and details to obtain necessary information for figuring installation

1.5 SYSTEM PERFORMANCE

A. Final acceptance of work shall be subject to the condition that all systems, equipment , apparatus, and appliances operate satisfactorily as designed and intended.

1.6 CUTTING & PATCHING

A. Contractror shall do cutting and patching of building materials required for installation of work herein specified. Structural members are not to be cut.

B. Make openings in concrete with concrete hole saw or concrete drill. Do not use star drill or air hammer for this work .

2.0 PIPING MATERIALS AND FITTINGS:

A. Piping used throughout project shall conform to the following specifications

B. Cross-linked Polyethylene PEX:

1. Provide cross-linked polyethylene (PEX) tubing and ASTM F1960 cold expansion fittings conforming to the requirements of ASTM F876 and F877 and ANSI standards 14 and 61.

2. Standard grade hydrostatic pressure ratings from Plastics Pipe Institute (PPI) in accordance with TR-3 as listed in TR-4 . The following three standard-grade hydrostatic ratings arerequired:

   200°F (93°C) at 80 psi (55 1 kPa)
   180°F (82°C) at 100 psi (689 kPa)
   73.4°F (23°C) at 160 psi (1,102 kPa)

3. All horizontal tubing hangers and riser clamps shall be epoxy-coated with clips supplied by the tubing manufacturer.

4. All piping shall be installed as required by the PEX tubing manufacturer with minimum horizonta l supports installed not less than 32" apart.

5. Tubing by Wirsbo, Watts, and Viega.

2.1 PIPE FITTINGS:

A. Pipe fittings used throughout project shall be proper type for installation method used and shall be compatible with piping system materials.

3.0 PIPE INSTALLATION:

A. Install all piping parallel with building lines and parallel with other piping to obtain a neat and orderly appearance of piping systems. Piping shall be installed so that allowable stress for piping, valves , and fittings used are not exceeded during normal operation or testing of piping system.

3.1 VALVES AND INSTALLATION:

A. Install necessary valves within piping systems to provide required flow control and to allow isolation for inspection, maintenance, and repair Install union

B. Each valve shall be installed so that it is easily accessible for operation, visual inspection, and maintenance.

C. Connection in the line within 2 feet of each screw and valve unless valve can be otherwise easily removed from the line

D. Valves shall be the same size as piping

3.2 VALVES:

A. Ball valves shall be scheduled as Type " BLV" valves.

B. Valve specifications by type number shall be as follows:

TYPE NO	SPECIFICATION
BLV-1	2-inch valves and smaller: bronze (ASTM B 584 Alloy 844, ASTM B 62, or ASTM B 61) (no brass containing more than 22 percent zinc) full port ball valve 600 psi-WOB, Teflon seats, stainless steel ball, stem with insulated handle NIBCO T-585-70-66, with screwed ends.

3.3 BACKFLOW PREVENTERS

A. Provide reduced-pressure principal backflow preventer at restaurant location.

B. For remaining two locations, provide double check valve assembly.

C. All Backflow Prevention shall be per the City of Branson Specification

3.4 CONCRETE INSERTS AND ANCHORS:

A. Provide McCullock Kwik-Bolt or Phillips red head concrete anchors of proper type for attachments.

3.5 TESTING PROCEDURES:

A. Test methods for pressures shall be as follows:

A. Hydrostatic test shall be performed using clean unused domestic water. Test pressures shall be 220 percent of operating pressure where not specified.

METHOD OF MEASUREMENT
The PLUMBING will be measured lump sum for the assembly unit installation of all street name sign assemblies shown on the plans

BASIS OF PAYMENT
Payment will be made Lump Sum for all necessary installation of all necessary installation, materials, labor, and miscellaneous requirements.

This payment will be full compensation for furnishing and placing all materials complete as specified or detailed. Payment Will Be Made Under:

PAY ITEM	UNIT
INTERIOR WATER SERVICE FROM METER TO POINT OF INTERIOR BUILDING CONNECTION	LS

LIGHT-WEIGHT STEEL BARRIER

GENERAL:

1.0 Contractor shall furnish and deliver 40 feet (four 10 foot long sections) of lightweight steel barrier (LSB). The LSB sections shall be delivered to the city at the location determined by the project manager. The city shall retain the barriers for future use in street closures. The barriers shall be "BarrierGuard 800" or approve equal. BarrierGuard 800 is manufactured by Highway Care USA, 7068 Fire Opal Drive, Las Vegas, NV 89131 www.highwaycareusa.com 702-204-0732

A. This item shall consist of lightweight steel barrier constructed of structural steel (ASTM A36 or equivalent) that is not less than 4mm thick, hot dipped galvanized (in accordance with ASTM 123), assembled into 10 foot long sections that have been tested to NCHRP Report 350, Test Level 3, and accepted by the FHWA for use on the National Highway System.

B. Each section shall be at least 31" high and base width (foot print) shall not exceed 22". The LSB shall not exceed 110 pounds per linear foot. The standard barrier mid-sections shall have wheels which can be raised and lowered as required for rapid deployment.

C. The dynamic deflection of the LSB, when anchored only on the ends of the installation, shall be less than six feet for all NCHRP Report 350, Test Level 3 impact conditions.

D. The LSB shall have a smooth face exposed to traffic and internal anchoring to eliminate the potential of blade snagging during snow removal. There shall be no removable pins to connect barrier to barrier, exposed joint connections between barrier sections or "foot" that protrudes beyond the wall face.

METHOD OF MEASUREMENT
Measurement for this work will be per LINEAR FOOT

BASIS OF PAYMENT
Basis of payment will be at the contract unit price per LINEAER FOOT for LIGHTWEIGHT STEEL BARRIER

WATER MAIN

1.0 TRACER WIRE:

A. Open Trench. Trace wire shall be #12 AWG Copper Clad Steel, totally annealed 1055 steel. High strength, minimum breaking load of 452 lbs., with a minimum HDPE coating of 30 mils.

B. Directional Drilling/Boring. Trace wire shall be #12 AWG Copper Clad Steel, totally annealed 1055 steel. Extra high strength, minimum breaking load of 1,150 lbs., with a minimum HDPE coating of 45 mils.

C. Pipe Bursting. Trace wire shall be #.2403" AWG Copper Clad Steel, totally annealed 1055 steel. Extreme strength, stranded, minimum breaking load of 4,700 lbs., with a minimum HDPE coating of 50 mils.

1.1 CONNECTORS:

A. Direct bury wire connectors, including 3-way lockable connector: "DryConn 3-Way Bury Lug"" or approved equal. Mainline splice to service line connection shall be specifically manufactured for use in underground trace wire installation, shall be dielectric silicon filled to seal out moisture and corrosion, and shall be installed in a manner so as to prevent any uninsulated wire exposure.

B. All mainline trace wires must be interconnected in intersections, at tees and crosses. At tees, the three wires shall be joined using a single 3-way lockable connector. At crosses, the four wires shall be joined using a 4-way connector. Using two 3-way connectors with a short jumper wire between them is an acceptable alternative.

C. Directional drilling and pipe bursting splicing is not allowed on the main line. Intersection splicing will follow guidance for direct bury connectors.

1.2 TERMINATION/ACCESS:

All trace wire termination points must utilize an approved trace wire access box. A minimum of two (2) feet of excess wire is required in all grade level trace wire access boxes after setting at final grade.

A. Service lines: Access to the trace wire shall be through the water meter box/vault, located at the right-of-way line or permanent easement line. The trace wire shall connect to the main line trace wire using an approved mainline to lateral lug connector. See Drawing Detail.

B. Water Main: Access to the trace wire shall be through a valve box or an approved access box at both ends of the water main. The trace wire shall terminate at both ends with an approved grounding anode. See Drawing Detail.

C. On long-runs, in excess of five hundred (500) linear feet without service laterals, trace wire access must be provided utilizing an approved in-ground trace wire access box. The box must be located out of the roadway and delineated using a polyethylene marker post, color coded per American Public Works Association (APWA) standard for the specific utility being marked.

1.3 GROUNDING:

A. Trace wire must be properly grounded at all dead ends/stubs.

B. Grounding of trace wire shall be achieved by use of a drive-in magnesium grounding anode rod with a minimum of twenty (20) linear feet of #14 AWG HDPE copper clad wire connected to the anode.

2.0 INSTALLATION-GENERAL:

A. Trace wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512 Hz) signal for distances in excess of one thousand (1,000) linear feet, and without distortion of signal caused by multiple wires being installed in close proximity to one another.

B. Trace wire system must be installed as a continuous single wire. No looping or coiling of wire is allowed.

C. Any damage occurring during installation of the trace wire must be immediately repaired in an approved waterproof method. Taping and/or spray coating shall not be allowed.

D. All mainline dead-ends shall go to ground using an approved waterproof connection to a drive-in magnesium grounding anode rod, buried at the same depth as the trace wire. The anode will be buried on the opposite side of the utility at the furthest most point. The anode wire will be connected in the trace wire access box to the trace wire utilizing the connection point in the access box.

E. Mainline trace wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end, ground using an approved waterproof connection to a grounding anode, buried at the same depth as the trace wire.

F. All service line trace wires shall be connected to the mainline with a single wire, (no looping will be allowed) using a mainline to lateral lug connector, installed without cutting/splicing the mainline trace wire.

G. In occurrences where existing trace wire is encountered on an existing utility that is being extended or tied into, the new and existing trace wire shall be connected using approved splice connectors, shall be properly grounded at the splice location as specified and be completely waterproof to prohibit corrosion and loss of conductivity.

2.1 PROHIBITED PRODUCTS AND METHODS:

The following products and methods shall not be allowed or acceptable.

A. Uninsulated trace wire
B. Trace wire insulations other than HDPE
C. Twist-on wire connectors
D. Brass or copper ground rods
E. Wire connections utilizing taping or spray-on waterproofing

F. Looped wire or continuous wire installations, that has multiple wires laid side-by-side or in close proximity to one another
G. Brass fittings with trace wire connection lugs
H. Wire terminations within the roadway
I. Connecting trace wire to existing conductive utilities

3.0 TESTING:

All new trace wire installations shall be located using typical low frequency (512 Hz) line tracing equipment, witnessed by the City, prior to acceptance of ownership. This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project. Continuity testing in lieu of actual line tracing shall not be accepted.

A. Ductile-Iron Fittings. Ductile-iron fittings shall be complete with all accessories and shall be ASTM A536, Grade 70-50-05, conforming to ANSI A21.53/AWWA C153, 350 psi pressure rating. Joints shall be of the standard mechanical joint type conforming to ANSI A21.11/AWWA C104 and shall be coated inside and out with a bituminous coating. Fittings shall have distinctly cast upon them the pressure rating and letters "DI" or "DUCTILE".

B. Gate Valves. Generally, and unless otherwise directed by the Engineer, gate valves shall be used on all water mains, up to and including, 12 inches nominal diameter. The type, size and location of valves shall be as shown on the Plans. Except as modified or provided herein all gate valves in pipe lines shall be 200 psi, iron body, gate valves with non-rising stems. Gate valves shall be resilient-seated conforming to all applicable requirements of ANSI/AWWA C509 and/or C515. All gate valves shall have a stainless steel stem. Gate valves shall be Clow 2639 and or 2640 or Mueller A-2360 or AVK Series 65 or approved equal.

   All valves within proximity of tees and fittings shall be restrained with stainless steel all-thread or anchor couplings to the tee and/or fitting.

C. Hardware. All bolts, washers and nuts must be stainless steel.

4.0 INSTALLATION.

A. Laying of ductile-iron pipe, and PVC (poly vinyl chloride) pipe; installation of valves, and hydrants; and embedment and backfill shall conform to the following specifications and the details as shown on the plans.

   1. Unless otherwise specified or shown on the plans, the water mains shall be laid to have a minimum cover of 42 inches and maximum cover of sixty (60) Inches, measured from the finished grade or from established street grades shown on the plans.

2. Whenever pipe laying is stopped, the open end of the line shall be sealed with a watertight plug which will prevent trench water from entering the pipe.Where the pipe is to be installed inside a casing pipe or tunnel liner, J-Four Pipe Products Model 60 pipe spacers or approved equal shall be bolted to each pipe with stainless steel hardware before it is placed in the casing pipe or tunnel liner in accordance with these specifications and as shown on the plans. The ends of each casing pipe or tunnel liner shall be closed with a J-Four Pipe Products End Seal or approved equal.

5.0 SEPARATION OF WATER MAINS, SANITARY SEWERS AND COMBINED SEWERS.

When buried water mains are in close proximity to non-potable pipelines, the water mains are vulnerable to contamination that can pose a risk of waterborne disease outbreaks. For example, sewers (sanitary sewer mains and sewage force mains) frequently leak and saturate the surrounding soil with sewage due to structural failure, improperly constructed joints, and subsidence or upheaval of the soil encasing the sewer. If a nearby water main is depressurized and no or negative pressure occurs, that situation is a public health hazard. The public health hazard is compounded if an existing sewer is broken during the installation or repair of the water main. Further, failure of a water main in close proximity to other pipelines may disturb their bedding and cause them to fail. To protect the public health, the following requirements shall be met. These requirements apply to horizontally directionally drilled pipe or pipe installed through other trenchless methods as well as pipe installed by conventional open-cut methods.

A. General:

The following factors should be considered in providing adequate separation:

1. Materials and type of joints for water and sewer pipes;
2. Soil conditions;
3. Service and branch connections into the water main and sewer line;
4. Compensating variation in the horizontal and vertical separations;
5. Space for repair and alterations of water and sewer pipes; and
6. Off-setting of water mains around manholes.

B. Parallel installation:

The water main shall be located at least ten feet horizontally from any existing or proposed line carrying non-potable fluids such as, but not limited to drains, storm sewers, sanitary sewers, combined sewers, sewer service connections, and process waste or product lines. The distance shall be measured from edge to edge.

In cases where it is not practical to maintain a ten-foot separation, the Missouri Department of Natural Resources (MDNR) may allow deviation on a case by case basis, if supported by data from the design engineer. Such deviation may allow installation of the water main closer to a non-potable fluid line, provided that the water main is laid in a separate trench located as far away from the non-potable line as feasible and meets other specific construction requirements. Locating a water main on an undisturbed earth shelf located on one side of the non-potable line is not recommended and requires justification by the engineer and specific case-by-case approval of MDNR. In either case, an elevation

shall be maintained such that the bottom of the water main is a least 18 inches above the top of the non-potable line while meeting minimum cover requirements.

In areas where the recommended separation cannot be obtained, either the waterline or the non-potable line shall be constructed of mechanical or manufactured restrained joint pipe, fusion welded pipe, or cased in a continuous casing. Casing pipe must be a material that is approved for use as water main. Conventional poured concrete is not an acceptable encasement.

C. Crossings:

Water mains crossing sewers, or any other lines carrying non-potable fluids shall be laid to provide a minimum vertical clear distance of 18 inches between the outside of the water main and the outside of the non-potable pipeline. This shall be the case where the water main is either above or below the non-potable pipeline. An 18-inch separation is a structural protection measure to prevent the sewer or water main from settling and breaking the other pipe. At crossings, the full length of water pipe shall be located so both joints will be as far from the non-potable pipeline as possible but in no case less than ten feet or centered on a 20-foot pipe. In areas where the recommended separations cannot be obtained either the waterline or the non-potable pipeline shall be constructed of mechanical or manufactured restrained joint pipe, fusion welded pipe, or cased in a continuous casing that extends no less than ten feet on both sides of the crossing. Special structural support for the water and sewer pipes may be required. Casing pipe must be a material that is approved for use as water main. Conventional poured concrete is not an acceptable encasement.

D. Exception

Any exception from the specified separation distances in paragraphs 2 and 3 above must be submitted to MDNR for approval.

E. Force mains

There shall be at least a ten-foot horizontal separation between water mains and sanitary sewer force mains or other force mains carrying non-potable fluids and they shall be in separate trenches. In areas where the recommended separations cannot be obtained, either the waterline or the non-potable line shall be constructed of mechanical joint pipe or cased in a continuous casing, be constructed of mechanical joint pipe, or be joint less or fusion welded pipe. Where possible, the waterline shall also be at such an elevation that the bottom of the water main is at least 18 inches above the top of the non-potable line. Casing pipe must be a material that is approved for use as water main. Conventional poured concrete is not an acceptable encasement.

F. Sewer manholes

No waterline shall be located closer than ten feet to any part of a sanitary or combined sewer manhole. Where the separation cannot be obtained, the waterline shall be constructed of mechanical or manufactured restrained joint pipe, fusion welded pipe, or cased in a continuous casing. Casing pipe must be a material that is approved for use as

water main. The full length of water pipe shall be located so both joints will be as far from the manhole as possible, but in no case less than ten feet or centered on a 20-foot pipe. No water pipe shall pass through or come into contact with any part of a sanitary or combined sewer manhole.

6.0 METHOD OF MEASUREMENT

Measurement will be as follows:

1. 8" WATER LINE will be LINEAR FEET.
2. 8" GATE VALVE will be EACH
3. 6" WATER LINES will be LINERAR FEET.
4. 6" GATE VALVE will be EACH
5. FIRE HYDRANT ASSEMBLY will be EACH
6. WATER SERVICE CONNECTION will be EACH
7. CONNECT TO EXISTING WATER MAIN will be EACH
8. TEMPORARY CONNECTIONS, VALVES, DEAD-END ASSEMBLIES AS REQUIRED TO MAINTAIN WATER SERVICE TO EXISTING MAIN DURING CONSTRUCTION will be LUMP SUM
9. CTS WATER SERVICE (Festival Connection) will be EACH

7.0 BASIS OF PAYMENT

Basis of payment will be at the contract unit price. This Payment will be full compensation for furnishing and installation of work, material, and all incidentals necessary for each item

BILL NO. 5096

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: READING OF A BILL APPROVING A MEMORANDUM OF UNDERSTANDING WITH AMERICAN GONDOLA, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

FIRST READING: DECEMBER 8, 2016 **FINAL READING:** DECEMBER 13, 2016

INITIATED BY: ENGINEERING DEPARTMENT

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

BRANSON COMMUNITY PLAN 2030:

Transportation (TR) 4.3.2:	Create a transportation system that connects park-n-ride lots, centers, Branson destinations and residential neighborhoods throughout the City. Provide transportation stops to make it easy for transit riders to easily access local services, work and home.

STAFF REPORT:

After many years of effort to establish a solution to Branson's traffic congestion problem, a viable method is now available. American Gondola, Inc. has proposed an elevated transit system that will function primarily as a transportation system to help alleviate traffic congestion that has plagued the city for decades and have a secondary purpose to serve as an entertainment attraction for the city.

American Gondola retained Jerry Henry, at H2R Market Research, to complete a concept study for the proposed Branson Gondola. That study indicated that the gondola could possibly serve as a motivator for visiting Branson. He found that 80% of travelers like the idea. Nearly two-thirds of visitors would use the gondola for both entertainment and transportation. The survey found that the most appealing feature was the avoidance of driving in Branson traffic.

The privately financed gondola system could move 6,000 people per hour between Branson Landing and Silver Dollar City. Stations will be approximately ½ mile apart and follow a route near the Highway 76 corridor. The 8 to 12 person gondola cars will be enclosed and climate controlled. The cars travel through each station allowing ample time for visitors with disabilities to enter the cars. The entire system would be ADA compliant.

The gondola system would operate 50 weeks per year with a 2-week period in mid-winter to complete needed annual maintenance. The tentative schedule will be to operate the system from 6:00am to 1:00am. The time when the system closes each day would be used to clean the cars. It is anticipated that there would be daily, multi-daily and annual passes available. The system would require approximately 57 support poles to complete the system completely across the entire city. For perspective on this quantity of poles, the gondola system and the Highway 76 Revitalization projects together will eliminate 365 power/utility poles.

This project is completely independent from the Spirit of 76 revitalization project. Although the construction and design of the two separate projects will be coordinated, the gondola will require its own easements and property owner negotiations. The easements acquired for the Highway 76 revitalization have no applicability to any gondola infrastructure.

The project investors have requested a Memorandum of Understanding (MOU) with the city to provide the needed assurances that they have the city's support to proceed with the financing and design. The MOU stipulates that Branson will work with American Gondola towards the implementation of the system and will not make any similar commitments to any potential competitors during the period of the MOU. Section 3 of the MOU makes it clear that the MOU is separate and distinct from the Highway 76 revitalization project. The MOU also clarifies that the city will assist with easement acquisition.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: N/A

ATTACHED INFORMATION:

BILL NO. 5096 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING WITH AMERICAN GONDOLA, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the frequent traffic congestion Branson has historically confronted can be alleviated by use of an aerial transportation system that will also function as an entertainment attraction; and

WHEREAS, American Gondola, Inc. proposes to construct a privately-financed aerial gondola system that is separate and distinct from the ongoing Highway 76 Revitalization project; and

WHEREAS, both Branson and American Gondola, Inc. desire to confirm a mutual understanding regarding the implementation of a gondola system within the city.

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

Section 1: The Board of Aldermen hereby authorizes the Mayor to execute a Memorandum of Understanding with American Gondola, Inc. in the form attached as Exhibit "A".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this _____ day of _____, 2016.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this _____ day of _____, 2016.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

Leland L. Gannaway
Attorney for the City of Branson

Memorandum of Understanding And Exclusivity Agreement between City of Branson, Missouri and American Gondola, Inc.

The City of Branson, Missouri ("Branson") and American Gondola, Inc. (AGI) hereby enter into this Memorandum Of Understanding (MOU) as an expression of the intention of the parties and to provide an appropriate and reasonable timeline for AGI to design, obtain financing, and develop and execute contracts all regarding the establishment of a mass transit system for the City of Branson, principally involving a gondola transportation system within the City of Branson, to include, but not be limited to, transportation to Silver Dollar City, hereinafter "The Project". The parties understand this MOU, except where otherwise stated, is a defined expression of the interest of the parties and is intended to set forth the principal terms and conditions relating to a possible long term transaction.

The principal assumptions underlying this MOU are as follows:

(1) AGI has invested and will continue to invest resources in planning and proposing The Project benefiting the City of Branson, but at no monetary cost to the City of Branson. AGI has identified potential investors for The Project and is prepared to begin final design, planning and preparation to construct The Project and intends to invest a substantial sum of money in accomplishing the above and requires a commitment of support for The Project from the City of Branson during the time it takes to complete the necessary work prior to having final approval through normal City project review processes of planning and zoning, final contracts with contractors, funding, and implementation of The Project..

(2) City of Branson agrees it will not discuss, entertain or otherwise develop, plan or consult with any other competitor to AGI for the purposes of establishing a mass commuting/mass transportation project involving aerial gondola technology as proposed by AGI, provided the expected timeline hereinafter set out is adhered to or to a maximum of five (5) years. During that period, the City will only allow AGI to have the rights and privileges as defined in this MOU related to The Project.

(3) The Project will be wholly owned and operated by AGI and has no ownership or financial relationship with the City of Branson. The Project is a private investment and will receive no benefits from the proposed 76 Entertainment Community Improvement District (Hwy 76 CID) or the City of Branson. The two projects are independent of each other and all considerations in the Hwy 76 Corridor Project and associated Hwy 76 CID are independent from those of The Project. Furthermore, there are no commitments, implied or otherwise, for the financing, construction or operation of The Project from the Hwy 76 CID or the City of Branson. Any accommodation for gondola pylons, terminals, support systems, easements or other real estate use throughout the corridor will be separate and distinct negotiations from the Hwy 76 CID. However, AGI will insure the Gondola Terminal

locations are synergistic and coordinated with plans, parking facilities and other amenities that are part of the Hwy 76 Corridor Project.

(4) As further consideration, the Parties agree as follows:

a. AGI and the City of Branson will work together to assure The Project meets the criteria for the City of Branson and is integrated with future plans the City of Branson has ongoing, for economic development and traffic improvement.

b. City of Branson has a need and desire for a mass commuting/mass transportation project along Hwy 76 to relieve much of the traffic congestion establishing a friendlier and safer tourism atmosphere.

c. City of Branson has limited or no funds with which to develop and implement a mass commuting/mass transportation system.

d. City of Branson owns property, easements and rights-of-way along the Hwy 76 corridor, including portions of Hwy 76 itself, which among other things may accommodate some of the needs of The Project. The City of Branson will allow AGI to utilize those City controlled lands and easements at no cost to AGI as long as those lands, easements, and rights-of-way do not impair City project. City of Branson further acknowledges that AGI will require additional easements for The Project and agrees to cooperate and assist AGI in obtaining these easements on a case by case basis, and in circumstances where a property owner is unreasonable and uncooperative in negotiating an easement and said easement is vital to the successful implementation of the Project there being no other reasonable alternative, and subject to approval by the City Council, by use of its statutory powers of eminent domain. Responsibility for the cost, expenses and fees of any easement obtained by the City for the exclusive purpose of The Project will be borne by AGI and at no cost to the City.

e. It is the intent of the Parties that AGI will enter into sufficient contracts with project professionals to plan, develop, construct, own, manage, operate and maintain an Aerial Gondola Transportation System, at no cost to the City of Branson other than those requested or required by the City of Branson to fulfill their needs in subparagraph "c" above, all in accordance with the timeline set out in " j " below.

f. AGI is authorized to begin further due diligence, planning, engineering, surveying and other activities as required following the date this MOU is signed by all parties.

g. The parties will cooperate with each other on making any and all public announcements regarding The Project, time frames anticipated for construction and completion of The Project.

h. AGI has no obligation to continue The Project based on this document and if funding and/or other Project requisites are not obtained.

j. Contemporaneous with the execution of this MOU and acquisition of Project funding, the parties will agree upon and complete the times or dates required for the completion of each stage of the planning and execution of the development process. The "preliminary" dates below shall serve as the expected period of exclusivity but subject to a maximum period of five (5) years.

	Date
(1) Planning	Essentially Complete

(2) Design	Partially Complete
(3) Financing Sources determined	March 2017
(4) Financing committed	July 2017
(5) Contract executed between the parties	November 2017
(6) Easements obtained within the City limits	January 2018
(7) Commencement of construction	March 2018
(8) Project Completed and Operational	April 2020

This Agreement is intended to constitute, an unequivocal expression of the parties. No withdrawal from or termination of negotiations regarding the possible transaction by either party for whatever reason or for no reason shall be determined to be in bad faith, and any such withdrawal or termination shall not give either party a cause of action against the other party.

ACCEPTED AND AGREED:

AMERICAN GONDOLA, INC.

By: Kenneth W. Thornton — Dec 2, 2016
Name: Ken Thornton, — Dated
Title: Vice President, Marketing/Secretary

By: Jeffrey E. Green — 12-2-2016
Name: Jeffrey E. Green — Dated
Title: President/General Counsel

CITY OF BRANSON

Karen Best, Mayor — Date

ATTEST:

Lisa K. Westfall
City Clerk

APPROVED AS TO FORM:

Leland L. Gannaway
Leland L. Gannaway
Attorney for City of Branson

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **REVIEW OF APPOINTMENTS FOR TRI-LAKES BIOSOLIDS COALITION AND BRANSON COMMERCE PARK CID.**

DATE: **DECEMBER 8, 2016**

INITIATED BY: **MAYOR**

CITY ADMINISTRATOR REVIEWED

STAFF REPORT:

In accordance with the Board and Committee Appointment Procedure, these individuals are being brought forward for appointment in Category 5.

CATEGORY 5
(Appointments Requested by Another Agency or Staff Members being placed on Committees)

Tri-Lakes Biosolids Coalition:

These staff members have been selected by the Utilities Director to represent the City as a member and alternate on the Tri-Lakes Biosolids Coalition and are being brought forward by the Mayor for Board review at this Special Meeting. These are annual appointments.

Mike Ray - Appointment to the Tri-Lakes Biosolids Coalition with a term expiring December 2017.

Loretta Bishop - Appointment as an alternate on the Tri-Lakes Biosolids Coalition with a term expiring December 2017.

Branson Commerce Park CID:

This committee member has been requested by the Branson Commerce Park CID to be appointed to their CID Board and is being brought forward by the Mayor for Board review at this Special Meeting.

Timothy Jury - Branson Commerce Park CID replacing Greg Storm.

RECOMMENDED ACTION:

Action item – These items will be scheduled for approval during the December 13, 2016 Regular Board of Aldermen meeting.

ATTACHED INFORMATION: Branson Commerce Park Certificate of Qualifications

BRANSON COMMERCE PARK COMMUNITY IMPROVEMENT DISTRICT

CERTIFICATE OF QUALIFICATIONS OF CANDIDATE FOR BOARD OF DIRECTORS

In connection with my appointment as a director to the Board of Directors of the Branson Commerce Park Community Improvement District (the "**District**"), the undersigned hereby affirms that the following are true and correct as of the date set forth below:

1. The undersigned is a citizen of the United States;
2. The undersigned is at least 21 years of age as of the date set forth below;
3. The undersigned is the designated representative of the fee simple owner of the property located in the District having the legal description set forth on Exhibit A attached hereto **[See attached signed designation by fee simple owner.]**
4. The undersigned has resided in the State of Missouri for at least one year before the date set forth below.

Dated: NOVEMBER 23, 2016

Timothy G. Jury

Name: Timothy G. Jury

STATE OF Missouri)
)ss.
COUNTY OF Jackson)

SHERRI A. WILLIAMS
Notary Public - Notary Seal
State of Missouri, Jackson County
Commission # 14908967
My Commission Expires Dec 20, 2018

On this 23 day of November, 2016, before me, SHERRI A WILLIAMS, a Notary Public in and for the State of Missouri, personally appeared Timothy G. Jury, known to me to be the person who executed the foregoing Certificate of Qualifications of Candidate for Board of Directors and acknowledged that he/she executed that document for the purposes therein stated.

WITNESS my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

My Commission Expires:

Dec. 20, 2018

EXHIBIT A
TO
BRANSON COMMERCE PARK COMMUNITY
IMPROVEMENT DISTRICT
CERTIFICATE OF QUALIFICATIONS OF CANDIDATE FOR
BOARD OF DIRECTORS

Legal Description of Real Estate in the District

- Lot 141R in the Amended Plat of Branson Commerce Park, according to the recorded Plat in Book/Slide J, Pages 542-553, in the Office of the Recorder of Taney County, Missouri

BRANSON COMMERCE PARK
COMMUNITY IMPROVEMENT DISTRICT

DESIGNATION OF PROPERTY OWNER'S REPRESENTATIVE

Jury Industries, LLC, a Kansas limited liability company ("**Owner**") is the owner of the fee interest in the real property described on **Exhibit A** attached hereto (the "**Property**"), located in the Branson Commerce Park Community Improvement District (the "**District**"), Branson, Taney County, Missouri. The undersigned states that he is a representative of the Owner having the title set forth below and is duly authorized to sign this Designation on behalf of the Owner. The Owner hereby designates Timothy G. Jury as its legally authorized representative for purposes of serving on the District's Board of Directors.

Date: NOVEMBER 23, 2016

OWNER:

JURY INDUSTRIES, LLC

By: Timothy G Jury

Name: Timothy G. Jury

Title: Manager

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

SHERRI A. WILLIAMS
Notary Public - Notary Seal
State of Missouri, Jackson County
Commission # 14908967
My Commission Expires Dec 20, 2018

On this 23 day of November, 2016, before me, SHERRI A. WILLIAMS, a Notary Public in and for the State of Missouri, personally appeared Timothy G. Jury, the Manager of Jury Industries, LLC, known to me to be the person who executed the foregoing Designation of Property Owner's Representative on behalf of that entity and acknowledged to me that he/she executed that document for the purposes therein stated.

WITNESS my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

Sherri A Williams
Notary Public

My Commission Expires:

Dec 20, 2018

EXHIBIT A
TO
DESIGNATION OF PROPERTY OWNER'S REPRESENTATIVE

Legal Description of Real Estate in the District

- Lot 141R in the Amended Plat of Branson Commerce Park, according to the recorded Plat in Book/Slide J, Pages 542-553, in the Office of the Recorder of Taney County, Missouri