AGREEMENT
BETWEEN
CITY OF JOPLIN AND BRANCO ENTERPRISES INC.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Branco Enterprises Inc. Address: 12033 E Hwy 86 P.O. Box 459 NEOSHO, MO 64850-0459	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

THIS AGREEMENT, made and entered into this 3rd day of March, 20 17, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Main Street Improvements from 15th to 32nd Street

The City and Contractor agree to the following:

1. **Manner and Time for Completion.** The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, 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 1, 2018. Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. **Prevailing Wages.** The Contractor shall be required to pay their laborers and mechanics no less than the more stringent of either that required by the Department of Labor and Industrial Relations of the State of Missouri or the Department of Labor as defined in the Davis-Bacon Act.

   a. **Missouri Wage Rate:** 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. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred

dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

b. **Davis Bacon:** The Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of $2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department. Contractors and subcontractors on prime contracts in excess of $100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

3. Insurance Requirements. 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 the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. 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 in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or 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 require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

a. **Workers' Compensation**....Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... $1,000,000.00

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. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00)

for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. Legislative or Judicial Changes. 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 is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 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. 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.

4. 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 amount of $7,471,595.40 (Seven Million Four Hundred Seventy One Thousand Five Hundred Ninety Five and 40/100 Dollars) 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 agreement 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.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal

funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. **Contractor's Responsibility for Subcontractors.**
   a. 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.
   b. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and 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.
   c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
   d. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the City of Joplin.
   e. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

7. General Independent Contractor Clause. This agreement 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 agreement 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.

8. Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

9. Changes. The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually

agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

10. Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

11. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amounts **listed as items A-L** per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

A. The contractor shall not close more than two of the following side street at one time:
   a. 16th Street
   b. 17th Street
   c. 18th Street
   d. 19th Street

The contractor shall not close more than two of the following side street at one time:
   a. 21st Street
   b. 22nd Street
   c. 23rd Street
   d. 24th Street
   e. 25th Street

The contractor shall not close more than two of the following side street at one time:
   a. 27th Street
   b. 28th Street
   c. 29th Street
   d. 30th Street

The undersigned agrees to reopen (to traffic in all directions) each side street within four (4) days of closure. No side street shall be closed more than one occurrence. Liquidated damages in the amount of $1,500 shall be assessed for each day each side street is not open within 4 days of closure.

B. The undersigned agrees the intersection of 20th Street and Main Street (if alternate # 1 is selected) shall not be closed more than one occurrence for twenty-five (25) days to complete intersection construction. The undersigned agrees to reopen the intersection of 20th Street and Main Street within twenty-five days of closure. Liquidated damages in the amount of $5,000 shall be assessed for each day the intersection of 20th Street and Main is not open to traffic in all directions within twenty-five days of closure.

C. The undersigned agrees the intersection of 20th Street and Main (if base bid) shall not be closed more than one occurrence for fifteen (15) days to complete intersection construction. The undersigned agrees to reopen the intersection of 20th Street and Main Street within fifteen days of closure. Liquidated damages in the amount of $5,000 shall be assessed for each day the intersection of 20th Street and Main is not open to traffic in all directions within fifteen days of closure.

D. The undersigned agrees the intersection of 26th Street and Main Street shall not be closed more than one occurrence for fifteen (15) days to complete intersection construction. The undersigned agrees to reopen the intersection of 26th Street and Main Street within fifteen days of closure. Liquidated damages in the amount of $3,000 shall be assessed for each day the intersection of 26th Street and Main Street is not open to traffic in all directions within fifteen days of closure.

E. The undersigned agrees the intersection of 15th Street and Main Street shall not be closed more than one occurrence for fifteen (15) days to complete intersection construction. The undersigned agrees to reopen the intersection of 15th Street and Main Street

within fifteen days of closure. Liquidated damages in the amount of $4,000 shall be assessed for each day the intersection of 15th Street and Main Street is not open to traffic in all directions within fifteen days of closure.

F. The undersigned agrees Main Street shall not be closed more than one occurrence for eighteen (18) hours to complete Reinforced Concrete Box Construction at approximately Station 63+50. The undersigned agrees to reopen Main Street within eighteen 18 hours of closure. Liquidated damages in the amount of $1,000 shall be assessed for each hour Main Street is not open within eighteen hours of closure.

G. The undersigned agrees Main Street shall not be closed more than seven occurrences for eight hours each occurrence to complete storm sewer street crossings at approximately Station 14+74, 19+35, 21+50, 22+70, 27+22, 71+00, and 75+50. The undersigned agrees to reopen Main Street within eight (8) hours of each closure. Liquidated damages in the mount of $1,000 shall be assessed in the amount of $1,000 for each hour Main Street is not open within 8 hours of closure.

H. The undersigned agrees to complete construction on the property located at 2731 S. Main St. (McDonald's Real Estate Co.) within fourteen (14) days of beginning construction this property. Liquidated damages in the amount of $3,000 shall be assessed for each day construction on the property is not completed within fourteen (14) days of beginning construction.

I. The undersigned agrees to complete construction on the property located at 2718-20-22 S. Main Street (Croy Properties) within twenty-one (21) days of beginning construction this property. Liquidated damages in the amount of $2,000 shall be assessed for each day construction on the property is not completed within twenty-one (21) days of beginning construction.

J. The undersigned agrees to complete construction on the property located at 2702 S. Main Street (Tri Star Properties, LLC) within twenty-one (21) days of beginning construction this property. Liquidated damages in the amount of $2,000 shall be assessed for each day construction on the property is not completed within twenty-one (21) days of beginning construction.

K. The undersigned agrees to substantially complete all (with the exception of punch list items, trolley stops, benches, and colored crosswalks) work in the agreement by December 4, 2017. Liquidated damages in the amount of $2,500 shall be assessed for each day all work (with the exception of punch list items, trolley stops, benches, and colored crosswalks) in the agreement is not completed after December 4, 2017.

L. The undersigned agrees to complete all punch list items, colored crosswalks work in the agreement by May 1, 2018. Liquidated damages in the amount of $5,000 shall be assessed for each day all work in the agreement is not completed after May 1, 2018.

12. 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 the contract. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

13. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, 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.

14. Termination for Convenience of City. The City shall have the right at any time by providing at least ten (10) days 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.

15. 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.

16. Energy Efficiency. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

17. 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 agreement 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. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

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 agreement in its contract price. Contractor's obligation under this agreement 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 agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

h. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention,

process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

i. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

j. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy- righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

18. Copyright. No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

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.

20. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works 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 (less five (5) percent retainage), 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. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

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. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of $7,471,595.40 (Seven Million Four Hundred Seventy One Thousand Five Hundred Ninety Five and 40/100 Dollars), said amount being subject to any approved addenda or change order.

22. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

23. Flood Disaster Protection: This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

24. Environmental Compliance (24 CFR 85.36(i)(12)): The Contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

a) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

b) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

d) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

25. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, 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 R.S.Mo. Section 105.450 et seq. shall not be violated.

a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

26. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, 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 agreement.

27. Anti-Lobbying: The Contractor shall ensure that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

a. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

28. Anti-Kickback Back Rules. Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

29. 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, status as a protected veteran or status as a qualified individual with a disability, 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. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

c. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

30. 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 R.S.Mo.

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.

31. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the

date falling on the second full day after the day 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 5:00 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.

32. Statement that Project Federally Funded: It is understood that this contract is funded in whole or in part with CDBG-DR funds through the City of Joplin Community Development Block Grant Program as administered by COMMERCE and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

33. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for five years after the expiration of this Contract. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

a. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that 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. CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder. 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 the skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between CONTRACTOR and the City, and the City will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

35. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

b) The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules,

regulations, and orders.

f) The Contractor shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

g) In the event of the Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

36. Women and Minority Business: The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises (including Section 3 businesses) and veteran –owned businesses the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

a) Evidence of a "good faith effort" includes, but is not limited to:
b) The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development,
c) The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
d) The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

37. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

38. Section 3 of the Housing and Urban Development Act of 1968

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial

part by, persons residing in the area of the project.

b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.

d) The consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

39. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity.

40. Section 110 of the Housing and Community Development Act of 1974

a) All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5): Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 276c of title 40.

b) Subsection (a) of this section shall not apply to any individual that--
   i. performs services for which the individual volunteered;
   ii. does not receive compensation for such services; or
   iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
   iv. is not otherwise employed at any time in the construction work.

41. Affirmative Action for Handicapped Workers (Section 503 of the Rehabilitation Act of 1973 (USC793))

a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.
e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
f) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

42. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

43. Age Discrimination Act of 1975. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

44. Authorized Employees. Contractor acknowledges that Section285.530, 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 is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

45. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

46. Conflict of Interest.

a) No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.
b) No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

47. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

48. CERTIFICATION OF NONSEGREGATED FACILITIES (applicable to contracts and subcontracts over $10,000)

a) By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

b) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

c) He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except here proposed subcontractors have submitted identical certifications for specific time periods).

49. 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 351.572 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.

50. General Independent Contractor Clause. This agreement 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 agreement 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.

51. City Benefits. The Contractor 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 of the City.

52. Inspection. The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

53. Reporting Requirements. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

54. Occupational License. The Contractor shall obtain and maintain an occupational license with the City of Joplin, 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 and that the Contractor is current on any City taxes is verified.

55. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

56. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

57. 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.

a. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

58. 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.

59. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

60. 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 Jasper County, Missouri.

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

CONTRACTOR

By: _____

Printed Name: JUSTIN BRANHAM

Title: PRESIDENT

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CITY OF JOPLIN, MISSOURI

By _____ 3/2/17

Nicholas A. Heatherly
Public Works Director

By _____

Troy Bolander
Planning, Development, Neighborhood Services Director

PROPOSAL

THE UNDERSIGNED hereby proposes to furnish the labor and material for:

Project:
MAIN STREET IMPROVEMENTS,
15TH STREET TO 32nd STREET
CDBG-DR GRANT No. B-13-MS-29-001

in the City of Joplin, Missouri, according to the Drawings, Contract Documents and general specifications for such work on file in the office of the City Engineer and Director of Public Works, together with the terms and conditions to be stipulated in the general contract forms, now adopted by the City of Joplin, as advertised to be let on January 24, 2017 at the following prices to-wit:

BASE BID					
Item No.	Item Description	No. of Units	Units	Unit Price	Extended Total
GENERAL					
1	Mobilization	1	LS	$ 375,000.00	$ 375,000.00
REMOVALS, RELOCATIONS, AND ADJUSTMENTS					
2	Clearing and Grubbing	1	LS	$ 2,400.00	$ 2,400.00
3	Tree Removal	4	EA	$ 550.00	$ 2,200.00
4	Demolition	1	LS	$ 560,000.00	$ 560,000.00
5	Contaminated Materials	1000	CY	$ 18.00	$ 18,000.00
6	Relocate Transit Stop Shelter	2	EA	$ 1,800.00	$ 3,600.00
7	Sanitary Manhole Adjustment	3	EA	$ 800.00	$ 2,400.00
8	Flowable Fill	252	CY	$ 140.00	$ 35,280.00
9	Street Light Pole Removal	1	LS	$ 51,000.00	$ 51,000.00
EROSION CONTROL					
10	Erosion and Sediment Control	1	LS	$ 34,000.00	$ 34,000.00
ROADWAY AND SIDEWALK CONSTRUCTION					
11A	Unclassified Excavation	3118	CY	$ 10.00	$ 31,180.00
11B	Unclassified Excavation	1380	CY	$ 10.00	$ 13,800.00
11C	Unclassified Excavation	1093	CY	$ 10.00	$ 10,930.00
11D	Unclassified Excavation	100	CY	$ 13.00	$ 1,300.00
12B	Embankment	90	CY	$ 3.00	$ 270.00
12C	Embankment	260	CY	$ 3.00	$ 780.00
12D	Embankment	25	CY	$ 6.00	$ 150.00
13A	Removal of Unsuitable Material	1000	CY	$ 10.00	$ 10,000.00
13B	Removal of Unsuitable Material	2080	CY	$ 10.00	$ 20,800.00
13C	Removal of Unsuitable Material	250	CY	$ 12.00	$ 3,000.00

Item No.	Item Description	No. of Units	Units	Unit Price	Extended Total
14A	Backfill of Unsuitable Material	1000	CY	$ 13.00	$ 13,000.00
14B	Backfill of Unsuitable Material	2080	CY	$ 13.00	$ 27,040.00
14C	Backfill of Unsuitable Material	250	CY	$ 13.00	$ 3,250.00
15A	6" MoDOT Type 5 Aggregate Base	49	SY	$ 15.00	$ 735.00
15D	6" MoDOT Type 5 Aggregate Base	120	SY	$ 15.00	$ 1,800.00
16A	8" MoDOT Type 5 Aggregate Base	13999	SY	$ 10.00	$ 139,990.00
16B	8" MoDOT Type 5 Aggregate Base	2278	SY	$ 11.00	$ 25,058.00
16C	8" MoDOT Type 5 Aggregate Base	3755	SY	$ 11.00	$ 41,305.00
17	Pavement Repair (Within Right-of-Way)	603	SY	$ 85.00	$51,255.00
18	Pavement Repair (Light Duty Asphalt)	750	SY	$ 15.60	$ 11,700.00
19	Pavement Repair (Concrete Surface)	220	SY	$ 65.00	$ 14,300.00
20	Asphalt Primer (SS-1H)	4826	GAL	$ 2.00	$ 9,652.00
21	Asphalt Tack Coat - Low-tracking or Non-tracking	7761	GAL	$ 2.50	$ 19,402.50
22	Asphaltic Concrete Surface (2") (SP125C Mix)(PG 70-22)	2232	TON	$ 54.40	$ 121,420.80
23	Asphaltic Concrete Surface (3") (SP125C Mix)(PG 70-22)	4475	TON	$ 51.40	$ 230,015.00
24	Asphaltic Concrete Base (Wedge) (SP250C Mix)(PG 70-22)	156	TON	$ 80.60	$ 12,604.80
25	Asphaltic Concrete Base (8") (SP250C Mix)(PG 70-22)	7786	TON	$ 61.30	$ 477,281.80
26	Pipe-Aggregate Edge Drain	4124	LF	$ 10.00	$ 41,240.00
27	Milling (3" Thick or Less)	25049	SY	$ 2.20	$ 55,107.80
28	Temporary Surfacing Material (Asphalt)	458	TON	$ 73.80	$ 33,800.40
29A	6" Sidewalk Ramps	3234	SF	$ 16.00	$ 51,744.00
29B	6" Sidewalk Ramps	2584	SF	$ 16.00	$ 41,344.00
29C	6" Sidewalk Ramps	2540	SF	$ 16.00	$ 40,640.00
29D	6" Sidewalk Ramps	30	SF	$ 18.00	$ 540.00
30	4" Sidewalk Construction (Concrete)	128	SF	$ 10.00	$ 1,280.00
31A	6" Sidewalk Construction (Concrete)	28473	SF	$ 7.00	$ 199,311.00
31B	6" Sidewalk Construction (Concrete)	23386	SF	$ 7.00	$ 163,702.00
31C	6" Sidewalk Construction (Concrete)	16565	SF	$ 7.00	$ 115,955.00
31D	6" Sidewalk Construction (Concrete)	640	SF	$ 8.00	$ 5,120.00
32A	6" Sidewalk Construction (Stamped Concrete)	10849	SF	$ 10.50	$ 113,914.50
32B	6" Sidewalk Construction (Stamped Concrete)	8337	SF	$ 10.50	$ 87,538.50
32C	6" Sidewalk Construction (Stamped Concrete)	2975	SF	$ 10.50	$ 31,237.50

Item No.	Item Description	No. of Units	Units	Unit Price	Extended Total
33A	8" Driveway (Concrete)	12184	SF	$ 8.00	$ 97,472.00
33B	8" Driveway (Concrete)	11808	SF	$8.00	$94,464.00
33C	8" Driveway (Concrete)	11425	SF	$8.00	$ 91,400.00
34	Fencing (Decorative)	30	LF	$220.00	$ 6,600.00
35A	8" Concrete Pavement	2726	SY	$58.00	$158,108.00
35B	8" Concrete Pavement	158	SY	$60.00	$ 9,480.00
35C	8" Concrete Pavement	872	SY	$58.00	$ 50,576.00
36	10" Concrete Pavement (Stamped)	12	SY	$115.00	$ 1,380.00
37	Concrete Pavement Repair	5515	SY	$ 60.00	$ 330,900.00
38	Cast-In-Place Concrete Wall	155	LF	$ 180.00	$ 27,900.00
39	Cast-In-Place Concrete Wall (Sidewalk)	41	LF	$ 70.00	$ 2,870.00
40A	Curb & Gutter (City of Joplin Standard)	2473	LF	$24.00	$ 59,352.00
40B	Curb & Gutter (City of Joplin Standard)	195	LF	$ 26.00	$ 5070.00
40C	Curb & Gutter (City of Joplin Standard)	3117	LF	$ 24.00	$ 74,808.00
40D	Curb & Gutter (City of Joplin Standard)	65	LF	$27.00	$ 1,755.00
41	Curb & Gutter (Type "C")	1399	LF	$ 21.00	$ 29,379.00
42	Curb (Type "S")	26	LF	$65.00	$ 1,690.00
43	Curb (Widened)	30	LF	$ 77.00	$ 2,310.00
44	Curb & Gutter Replacement	3780	LF	$ 30.00	$ 113,400.00
45	6" Tinted Sidewalk (Stamped Concrete)	578	SF	$ 10.70	$ 6,184.60
46A	10" Tinted Crosswalks (Stamped Concrete)	1404	SF	$ 12.20	$ 17,128.80
46B	10" Tinted Crosswalks (Stamped Concrete)	1917	SF	$ 12.20	$ 23,387.40
46C	10" Tinted Crosswalks (Stamped Concrete)	1512	SF	$ 12.30	$ 18,446.40
47	Sidewalk Underdrain	27	LF	$ 35.00	$ 945.00
48	Monument Sign	1	EA	$ 4,900.00	$ 4,900.00
STORM SEWER					
49	Concrete Channel Lining	102	SY	$ 70.00	$ 7,140.00
50	Cast In Place RCB	13	CY	$590.00	$ 7,670.00
51	Sanitary Sewer Pipe (10") (DIP)	30	LF	$ 90.00	$ 2,700.00
52A	Storm Sewer Pipe (15") (Class III RCP)	1706	LF	$ 37.00	$ 63,122.00
52B	Storm Sewer Pipe (15") (Class III RCP)	28	LF	$ 38.00	$ 1,064.00
52C	Storm Sewer Pipe (15") (Class III RCP)	105	LF	$ 38.00	$ 3,990.00
52D	Storm Sewer Pipe (15") (Class III RCP)	6	LF	$39.00	$ 234.00

Item No.	Item Description	No. of Units	Units	Unit Price	Extended Total
53A	Storm Sewer Pipe (18") (Class III RCP)	234	LF	$ 41.00	$ 9,594.00
53B	Storm Sewer Pipe (18") (Class III RCP)	543	LF	$ 41.00	$ 22,263.00
53C	Storm Sewer Pipe (18") (Class III RCP)	373	LF	$ 41.00	$ 15,293.00
54B	Storm Sewer Pipe (24") (Class III RCP)	365	LF	$ 50.00	$ 18,250.00
54C	Storm Sewer Pipe (24") (Class III RCP)	465	LF	$ 50.00	$ 23,250.00
54D	Storm Sewer Pipe (24") (Class III RCP)	30	LF	$ 55.00	$ 1,650.00
55	Storm Sewer Pipe (36") (Class III RCP)	37	LF	$ 110.00	$ 4,070.00
56	Storm Sewer Pipe (19"x30") (Class III ERCP)	304	LF	$ 85.00	$ 25,840.00
57B	Storm Sewer Pipe (12") (HDPE)	15	LF	$ 40.00	$ 600.00
57D	Storm Sewer Pipe (12") (HDPE)	8	LF	$ 40.00	$ 320.00
58	Storm Sewer Pipe (8'x5' RCB) (MoDOT Standard)	540	LF	$ 570.00	$ 307,800.00
59	Pipe Collar	3	EA	$ 1,500.00	$ 4,500.00
60	Storm Sewer Inlet (2' x 3' I.D.) (Combination)	2	EA	$ 2,600.00	$ 5,200.00
61	Storm Sewer Inlet (2' x 6' I.D.) (Combination)	2	EA	$ 3,800.00	$ 7,600.00
62	Storm Sewer Inlet (3' x 3' I.D.) (Combination)	1	EA	$ 2,700.00	$ 2,700.00
63	Storm Sewer Inlet (3' x 3.5' I.D.) (Combination)	1	EA	$ 2,750.00	$ 2,750.00
64	Storm Sewer Inlet (3' x 6' I.D.) (Combination)	3	EA	$ 3,950.00	$ 11,850.00
65	Storm Sewer Inlet (4' x 2.5' I.D.) (Combination)	22	EA	$ 3,300.00	$ 72,600.00
66	Storm Sewer Inlet (4' x 4' I.D.) (Combination)	1	EA	$ 3,200.00	$ 3,200.00
67	Storm Sewer Inlet (4' x 8' I.D.) (Combination)	1	EA	$ 4,350.00	$ 4,350.00
68	Storm Sewer Inlet (3' x 5' I.D.) (Type C)	2	EA	$ 2,650.00	$ 5,300.00
69C	Storm Sewer Inlet (3' x 7' I.D.) (Type C)	19	EA	$ 3,000.00	$ 57,000.00
69D	Storm Sewer Inlet (3' x 7' I.D.) (Type C)	1	EA	$ 3,000.00	$ 3,000.00
70	Storm Sewer Inlet (4' x 4' I.D.) (Area Inlet)	1	EA	$ 2,700.00	$ 2,700.00
71	Storm Sewer Inlet (3' x 4' I.D.) (Grated Inlet)	1	EA	$ 3,000.00	$ 3,000.00
72	Storm Sewer Inlet (4' x 4' I.D.) (Grated Inlet)	6	EA	$ 3,250.00	$ 19,500.00
73A	Junction Box (3' x 3' I.D.)	1	EA	$ 2,400.00	$ 2,400.00
73B	Junction Box (3' x 3' I.D.)	2	EA	$ 2,400.00	$ 4,800.00
73C	Junction Box (3' x 3' I.D.)	2	EA	$ 2,400.00	$ 4,800.00
74	Junction Box (3' x 4' I.D.)	2	EA	$ 2,500.00	$ 5,000.00
75	Junction Box (4' x 4' I.D.)	6	EA	$ 2,700.00	$ 16,200.00
76	Junction Box (4' x 8' I.D.)	3	EA	$ 4,400.00	$ 13,200.00

Item No.	Item Description	No. of Units	Units	Unit Price	Extended Total
STREET LIGHTING					
77	22' Decorative Aluminum Pole, Type CH	37	EA	$ 3,180.00	$ 117,660.00
78	27.5 Aluminum Pole	63	EA	$ 1,810.00	$ 114,030.00
79	Street Light Foundation	100	EA	$ 690.00	$ 69,000.00
80	Tear Drop Luminaire (240V), 110 Watt LED, Type II	37	EA	$ 2,500.00	$ 92,500.00
81	Cobra Head Luminaire (240V) 140 Watt LED, Type III	15	EA	$ 520.00	$ 7,800.00
82	Cobra Head Luminaire (240V) 70 Watt LED, Type III	48	EA	$ 380.00	$ 18,240.00
83	Bracket Arm, 4'-3" Length w/ 4'-10" Rise, Type ATC	37	EA	$ 83.00	$ 3,071.00
84	Bracket Arm, 6' Length w/ 2'-6" Rise, Single Arm	63	EA	$ 83.00	$ 5,229.00
85	Power Pedestal-Pad Mounted, 4-Circuit	5	EA	$ 4,520.00	$ 22,600.00
86	Pedestal Pad Foundation	5	EA	$ 785.00	$ 3,925.00
87	Type II Junction Box	60	EA	$ 625.00	$ 37,500.00
88	Uplight Control System	4	EA	$ 15,100.00	$ 60,400.00
89	Tree Well Installed Uplight	49	EA	$ 1,200.00	$ 58,800.00
90	Uplight Control Cable	9790	LF	$ 2.80	$ 27,412.00
91	3/4" Schedule 40 PVC Conduit (Uplight)	980	LF	$ 3.70	$ 3,626.00
92	2" Schedule 40 PVC Conduit (Trenched)	13490	LF	$ 7.60	$ 102,524.00
93	2" Schedule 40 PVC Conduit (Bored)	900	LF	$ 20.80	$ 18,720.00
94	3" Schedule 40 PVC Conduit	500	LF	$ 10.40	$ 5,200.00
95	3-1c #1/0 RHH/RHW/USE CU (POWER)	750	LF	$ 3.40	$ 2,550.00
96	3-1c #4 USE CU w/1-1c#6 BARE CU (DISTRIBUTION)	15670	LF	$ 5.90	$ 92,453.00
97	1-1c #10 TYPE RHW/USE CU (POLE & BRACKET)	21090	LF	$ 1.00	$ 21,090.00
98	Fused Connector Kit	349	EA	$ 53.50	$ 18,671.50
99	8 AMP Fuse	300	EA	$ 2.50	$ 750.00
100	1 AMP Fuse	49	EA	$ 2.60	$ 127.40
101	Unfused Connector	398	EA	$ 69.80	$ 27,780.40
102	Multitap Connector	547	EA	$ 32.10	$ 17,558.70
103	Ground Rod (1/2"x10')	105	EA	$ 45.50	$ 4,777.50
104	3" Schedule 40 HDPE Conduit (Trenched)	7120	LF	$ 8.00	$ 56,960.00
105	3" Schedule 40 HDPE Conduit (Bored)	700	LF	$ 24.10	$ 16,870.00
106	Type II Fiber Optic Pull Box	18	EA	$ 1,060.00	$ 19,080.00
107	1-1c #10 Tracer Wire	8600	LF	$ 1.00	$ 8,600.00
108	6" Sidewalk Repair (Concrete)	280	SF	$ 14.00	$ 3,920.00

Item No.	Item Description	No. of Units	Units	Unit Price	Extended Total
TRAFFIC SIGNALS					
109	Pull Box (Preformed Class 2)	4	EA	$ 890.00	$ 3,560.00
110	Pull Box (Preformed Class 3)	1	EA	$ 1,340.00	$ 1,340.00
111	Conduit (2 Inch Rigid)(Trenched)	38	LF	$ 15.50	$ 589.00
112	Conduit (3 Inch)(Trenched)	351	LF	$ 16.00	$ 5,616.00
113	Cable (6 AWG 1 Conductor)(Power)	90	LF	$ 1.30	$ 117.00
114	Cable (16 AWG 2 Conductor)	1130	LF	$ 1.00	$ 1,130.00
115	Cable (16 AWG 5 Conductor)	1140	LF	$ 1.10	$ 1,254.00
116	Cable (16 AWG 7 Conductor)	1470	LF	$ 1.15	$ 1,690.50
117	Concrete Base	12	CY	$ 1,040.00	$ 12,480.00
118	Traffic Signal Controller Assembly	1	EA	$ 17,600.00	$ 17,600.00
119	Video Image Detector System (InSync System)	1	EA	$ 37,900.00	$ 37,900.00
120	Pre-emption Detection System	1	EA	$ 7,500.00	$ 7,500.00
121	Traffic Signal Head Assembly (12"R-12"Y-12"G)	8	EA	$ 1,140.00	$ 9,120.00
122	Traffic Signal Head Assembly (12"R-12"YL-12"FYL-12"L LED)	4	EA	$ 1,340.00	$ 5,360.00
123	Pedestrian Signal Head Assembly	8	EA	$ 560.00	$ 4,480.00
124	Pedestrian Push Button Assembly	8	EA	$ 225.00	$ 1,800.00
125	Post (35' Mast Arm)	4	EA	$ 7,500.00	$ 30,000.00
126	Traffic Signs	56	SF	$ 13.00	$ 728.00
127	UPS Battery Backup System	1	EA	$ 7,990.00	$ 7,990.00
128	Power Supply Assembly, Type-2 Controller and Cabinet	1	EA	$ 4,670.00	$ 4,670.00
129	Replacement InSync Processor	3	EA	$ 20,750.00	$ 62,250.00
130	Replacement Equipment Panel	3	EA	$ 20,450.00	$ 61,350.00
131	Replacement Cameras	12	EA	$ 2,090.00	$ 25,080.00
132	Project Management - Configuration and Training	3	EA	$ 5,870.00	$ 17,610.00
LANDSCAPE CONSTRUCTION					
133	Pervious Rubber Surface	149	SY	$ 185.00	$ 27,565.00 ~~27,620.50~~ JB
134	Tree (2" Caliper)	57	EA	$ 465.00	$ 26,505.00
135	Shrub (3 Gallon)	3	EA	$ 48.00	$ 144.00
136	Perennial (1 Gallon)	187	EA	$ 25.00	$ 4,675.00
137	River Gravel Mulch	41	SY	$ 77.00	$ 3,157.00
138	Seeding, Fertilizing, and Mulching	1	LS	$ 1,550.00	$ 1,550.00
139	Sodding	921	SY	$ 11.80	$ 10,867.80

Item No.	Item Description	No. of Units	Units	Unit Price	Extended Total
TEMPORARY SIGNAGE AND TRAFFIC CONTROL					
140	Channelizer (Trim Line)	900	EA	$ 21.00	$ 18,900.00
141	Type III Moveable Barricade	26	EA	$ 160.00	$ 4,160.00
142	ADA Barricade	1080	LF	$ 29.00	$ 31,320.00
143	Flashing Arrow Panel	5	EA	$ 1,710.00	$ 8,550.00
144	Changeable Message Sign, Contractor Furnished/Retained	10	EA	$ 9,600.00	$ 96,000.00
145	Temporary Traffic Signals and Lighting	3	EA	$ 9,300.00	$ 27,900.00
146	Removable Tape, 4" White	512	LF	$ 1.05	$ 537.60
147	Removable Tape, 4" Yellow	27119	LF	$ 0.75	$ 20,339.25
148	Removable Tape, 24" White	96	LF	$ 10.50	$ 1,008.00
149	Short Term Marking Tape Left/Right Arrow	9	EA	$ 59.00	$ 531.00
150	Construction Signs (Total Area)	1086	SF	$ 10.50	$ 11,403.00
PERMANENT SIGNAGE AND STRIPING					
151	Signs (Total Area)	570	SF	$ 31.00	$ 17,670.00
152	Sign Post	84	EA	$ 360.00	$ 30,240.00
153	6" Solid White Lane Line	3266	LF	$ 1.25	$ 4,082.50
154	6" Broken White Lane Line	2945	LF	$ 1.25	$ 3,681.25
155	6" Broken Yellow Lane Line	889	LF	$ 1.25	$ 1,111.25
156	6" Solid Yellow Lane Line	12225	LF	$ 1.25	$ 15,281.25
157	6" Solid White Crosswalk Line	1572	LF	$ 1.25	$ 1,965.00
158	24" Solid White Stop Bar	801	LF	$ 16.00	$ 12,816.00
159	12" Solid Diagonal White	95	LF	$ 6.40	$ 608.00
160	12" Solid Diagonal Yellow	13	LF	$ 6.40	$ 83.20
161	24"x72" White Zebra Block Crosswalk	209	EA	$ 105.00	$ 21,945.00
162	Handicap Marking	12	EA	$ 140.00	$ 1,680.00
163	Solid White Right Turn Arrow	7	EA	$ 220.00	$ 1,540.00
164	Solid White Left Turn Arrow	31	EA	$ 220.00	$ 6,820.00
165	Solid White Thru Arrow	1	EA	$ 220.00	$ 220.00
166	Solid White "ONLY" Marking	1	EA	$ 430.00	$ 430.00

TOTAL BASE BID AMOUNT

SEVEN MILLION ONE HUNDRED FIFTY THOUSAND SEVEN HUNDRED SIX & 90/100

DOLLARS ($ 7,150,706.90)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

Item No.	Item Description	No. of Units	Units	Unit Price	Extended Total

The undersigned Bidder proposes the amount below for each alternate to be added to the Total Base Bid Amount for each alternate accepted by Owner. Amounts listed for each alternate include all costs to complete all work for that alternate.

ALTERNATE BID ITEMS

Alternate No. 1
Decorative Intersection - 20th Street & Main Street

167	6" Tinted Sidewalk Ramps	477	SF	$ 17.50	$ 8,347.50
168	10" Tinted Concrete Pavement	5445	SF	$ 12.00	$ 66,429.00
169	10" Tinted Concrete Pavement (Stamped Concrete)	3789	SF	$ 13.00	$ 49,257.00
				Alternate No. 1 Total =	$ 124,603.50

Alternate No. 2
Decorative Intersection - 26th Street & Main Street

170	6" Tinted Sidewalk Ramps	300	SF	$ 17.50	$ 5,250.00
171	10" Tinted Concrete Pavement	486	SF	$ 25.00	$ 12,150.00
				Alternate No. 2 Total =	$ 17,400.00

Alternate No. 3
Decorative Intersection - 15th Street & Main Street

172	6" Tinted Sidewalk Ramps	1474	SF	$ 17.50	$ 25,795.00
173	10" Tinted Concrete Pavement	468	SF	$ 25.00	$ 11,700.00
				Alternate No. 3 Total =	$ 37,495.00

Alternate No. 4
Location Plaques

174	Location Plaque	12	EA	$ 280.00	$ 3,360.00
				Alternate No. 4 Total =	$ 3,360.00

Alternate No. 5
Streetscape Furniture

175	Bench (Midtown)	11	EA	$ 1,480.00	$ 16,280.00
176	Bench (Southtown)	18	EA	$ 2,100.00	$ 37,800.00
177	Trash Receptacle (Midtown)	11	EA	$ 1,600.00	$ 17,600.00
178	Trash Receptacle (Southtown)	18	EA	$ 1,325.00	$ 23,850.00
179	Planter (Midtown)	11	EA	$ 1,300.00	$ 14,300.00
180	Planter (Southtown)	18	EA	$ 1,600.00	$ 28,800.00
				Alternate No. 5 Total =	$ 138,630.00

Bid items listed above with a bid item number suffix "A", "B", "C", or "D" are specific to the construction activity and plan quantities in their respective sections. The plan sections are defined as follows:

Section A: Public Street Improvements 15th Street to 20th Street
Section B: Public Street Improvements 20th Street to 26th Street
Section C: Public Street Improvements 26th Street to 31st Street
Section D: Drainage Improvements for Main Street - 27th Street and Main Street

The Bidder shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.

Owner reserves the right to accept each alternate, in sequential order starting with Alternate #1 and ending with Alternate #5, and to award or amend the Contract accordingly within **[90]** days of the Notice of Award unless otherwise indicated in the Contract Documents.

Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time.

The undersigned agrees to enter into a contract within ten (10) days from notice of award should this proposal be accepted, and enter into bonds with good and sufficient securities, to complete the work on or before a date to be specified in the Notice to Proceed, and to fully complete the work within the following requirements:

1. The undersigned agrees to maintain at least one lane of traffic in all directions on Main Street, 15th Street, 20th Street, and 26th Street at all times except as indicated in paragraphs 3, 4, 5, 6, 7, 8, and 9 below.

2. The Contractor shall not close more than two of the following side streets at one time:
   a. 16th Street
   b. 17th Street
   c. 18th Street
   d. 19th Street

   The Contractor shall not close more than two of the following side streets at one time:
   a. 21st Street
   b. 22nd Street
   c. 23rd Street
   d. 24th Street
   e. 25th Street

The Contractor shall not close more than two of the following side streets at one time:

a. 27th Street
b. 28th Street
c. 29th Street
d. 30th Street

The undersigned agrees to reopen (to traffic in all directions) each side street within four (4) days of closure. No side street shall be closed more than one occurrence. Liquidated damages in the amount of $1500 shall be assessed in accordance with paragraph 12 of the Agreement for each day each side street is not open within four days of closure.

3. The undersigned agrees the intersection of 20th Street and Main Street (if alternate #1 is selected) shall not be closed more than one occurrence for twenty-five (25) days to complete intersection construction. The undersigned agrees to reopen the intersection of 20th Street and Main Street within twenty-five days of closure. Liquidated damages in the amount of $5000 shall be assessed in accordance with paragraph 12 of the Agreement for each day the intersection of 20th Street and Main Street is not open to traffic in all directions within twenty-five days of closure.

4. The undersigned agrees the intersection of 20th Street and Main Street (if only base bid is selected) shall not be closed more than one occurrence for fifteen (15) days to complete intersection construction. The undersigned agrees to reopen the intersection of 20th Street and Main Street within fifteen days of closure. Liquidated damages in the amount of $5000 shall be assessed in accordance with paragraph 12 of the Agreement for each day the intersection of 20th Street and Main Street is not open to traffic in all directions within fifteen days of closure.

5. The undersigned agrees the intersection of 26th Street and Main Street shall not be closed more than one occurrence for fifteen (15) days to complete intersection construction. The undersigned agrees to reopen the intersection of 26th Street and Main Street within fifteen days of closure. Liquidated damages in the amount of $3000 shall be assessed in accordance with paragraph 12 of the Agreement for each day the intersection of 26th Street and Main Street is not open to traffic in all directions within fifteen days of closure.

6. The undersigned agrees the intersection of 15th Street and Main Street shall not be closed more than one occurrence for fifteen days to complete intersection construction. The undersigned agrees to reopen the intersection of 15th Street and Main Street within fifteen days of closure. Liquidated damages in the amount of $4000 shall be assessed in accordance with paragraph 12 of the Agreement for each day the intersection of 15th Street and Main Street is not open to traffic in all directions within fifteen days of closure.

7. The undersigned agrees to only close one of the following intersections at one time:

    a. 15th Street and Main Street
    b. 20th Street and Main Street
    c. 26th Street and Main Street

8. The undersigned agrees Main Street shall not be closed more than one occurrence for eighteen hours to complete Reinforced Concrete Box Construction at approximately Station 63+50. The undersigned agrees to reopen Main Street within eighteen hours of closure. Liquidated damages in the amount of $1000 shall be assessed in accordance with paragraph 12 of the Agreement for each hour Main Street is not open within eighteen hours of closure.

9. The undersigned agrees Main Street shall not be closed more than seven occurrences for eight hours each occurrence to complete storm sewer street crossings at approximately Station 14+74, 19+35, 21+50, 22+70, 27+22, 71+00, and 75+50. The undersigned agrees to reopen Main Street within eight hours of each closure. Liquidated damages in the amount of $1000 shall be assessed in accordance with paragraph 12 of the Agreement for each hour Main Street is not open within eight hours of closure.

10. The undersigned agrees to complete construction on the property located at 2731 S. Main St. (McDonald's Real Estate Co.) within fourteen (14) days of beginning construction on this property. Liquidated damages in the amount of $3000 shall be assessed in accordance with paragraph 12 of the Agreement for each day construction on this property is not complete within fourteen (14) days of beginning construction.

11. The undersigned agrees to complete construction on the property located at 2718-20-22 S Main St. (Croy Properties) within twenty-one (21) days of beginning construction on this property. Liquidated damages in the amount of $2000 shall be assessed in accordance with paragraph 12 of the Agreement for each day construction on this property is not complete within twenty-one (21) days of beginning construction.

12. The undersigned agrees to complete construction on the property located at 2702 S Main St. (Tri Star Properties, LLC.) within twenty-one (21) days of beginning construction on this property. Liquidated damages in the amount of $2000 shall be assessed in accordance with paragraph 12 of the Agreement for each day construction on this property is not complete within twenty-one (21) days of beginning construction.

13. The undersigned agrees to substantially complete all (with the exception of punch list items, trolley stops, benches, and colored crosswalks) work in the agreement by December 4, 2017. Liquidated damages in the amount of $2500 shall be assessed in accordance with paragraph 12 of the Agreement for each day all work (with the exception of punch list items, trolley stops, benches, and colored crosswalks) in the agreement is not completed after December 4, 2017.

14. The undersigned agrees to complete all punch list items and colored crosswalks work in the agreement by May 1, 2018. Liquidated damages in the amount of $5000 shall be assessed in accordance with paragraph 12 of the Agreement for each day all work in the agreement is not completed after May 1, 2018.

Liquidated damages shall be deducted from the contract price.

Alternate Phasing Plan: This project was designed with phasing as shown in the plans. The contractor may at their option develop an alternate phasing plan. The alternate phasing plan may have two blocks per section of the project under construction at any one time. The areas defined as sections are as follows:

Section A: 15th Street to 20th Street
Section B: 20th Street to 26th Street
Section C: 26th Street to 32nd Street.

A minimum of 3 blocks (sidewalk) must be undisturbed or complete between areas of sidewalk construction activity. During final concrete curing (up to two (2) days) on an area within the allowed two blocks of demo or construction, a third block may start demolition.

All additional costs for developing an alternate phasing plan including traffic control plans, additional temporary traffic control devices (above the bid quantity) and all associated costs shall be the responsibility of the contractor as subsidiary costs. If the contractor wants to use an alternate phasing plan, the plan must be submitted to the engineer and owner for review and approval.

In order to pay all labor employed and material used in connection with this work and to adjust all claims or liens that may arise in consequence of said work, to the satisfaction of the Director of Public Works, above said bonds shall also indemnify and save harmless the said City from all damages or injuries to any person or persons, either in the employ of the contractor, his agents, servants or employees. In the event of the failure of the undersigned to enter into such contract within ten (10) days of the award, then the deposit or certified check of five percent (5%) of the Total Base Bid Amount as surety is therefore forfeited to the City of Joplin.

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 BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from the any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of the major material SUPPLIERS AND SUBCONTRACTORS when requested to do so by the OWNER.

Dated 24th day of January, 2017.

Company Branco Enterprises, Inc.

Address 12033 E HWY 86

Signature

(Print Name) Justin Branham - President

CERTIFICATION BY PROPOSED BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

{CONTRACTOR NAME} **{Project Number for Certification by Proposed Subcontractor Regarding Equal Employment Opportunity}**

INSTRUCTIONS:

The certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report before the owner approves the contract or permits work to begin under the contract.

BIDDER'S CERTIFICATION

NAME AND ADDRESS OF BIDDER (Include ZIP Code):

Branco Enterprises, Inc. 12033 E HWY 86 NEOSHO, MO, 64850

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

   ☑ YES ☐ NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

   ☑ YES ☐ NO

3. Bidder has filed all compliance reports due under applicable instructions.

   ☑ YES ☐ NO

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

   ☐ YES ☑ NO

Justin Branham - President

NAME AND TITLE OF SIGNER (Please type):

SIGNATURE

1/24/2017

DATE

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Branco Enterprises, Inc.
12033 E Highway 86
Neosho, MO 64850

SURETY:
(Name, legal status and principal place of business)

Western Surety Company
7400 College Blvd., #650
Overland Park, KS. 66210 (800) 888-3269
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Joplin, Missouri

BOND AMOUNT: Five Percent of Amount Bid *** (5% ***)

PROJECT:
(Name, location or address, and Project number, if any)

Improvements at 15th & 32nd Streets
Joplin, Missouri

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of January, 2017

(Witness)

Branco Enterprises, Inc.
(Principal) *(Seal)*

(Title) PRESIDENT

(Witness)

Western Surety Company
(Surety) *(Seal)*

(Title) Attorney-In-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Geneva E Dugger, Gary L Yost, Callae J Doty, S Christine Townsend, Lori Ann Dobkins, Thomas A Montileone, Brandi Jo Bradley, Daniel A Cavender, Sherry R Feeler, Individually

of Springfield, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of June, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 24th day of June, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of January, 2017.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

CDBG BIDDER QUALIFICATIONS & CERTIFICATIONS

Firm Name: Branco, Enterprises, Inc.
(Company Name)

12033 E HWY 86 (Address) | Neosho, MO, 64836 (City, State, Zip Code)

417-451-5250 (Phone Number) | 417-451-2851 (Fax Number) | estimating@branco.com (E-mail)

Date: January 24, 2017

Construction Capabilities:

- ☒ General Contracting
- ☐ Electrical
- ☐ Plumbing
- ☐ HVAC
- ☐ Demolition
- ☐ Earthmoving
- ☐ Asbestos Abatement
- ☐ Other: _____

For Corporations Only:

Federal ID Number: 43-1090740

Name of State(s) in which incorporated: Missouri

Date(s) of incorporation: 1976

If not incorporated in Missouri:

1. Attach Certificate of Authority to do Business in Missouri
2. Certificate Number: _____ Date: _____

Justin Branham (President's Name) | Sean Thouvenot (Vice-President's Name)

Jim Branham (Secretary's Name) | Bryce McDermott (Treasurer's Name)

For Partnerships Only: Date of Organization: _____

Type of Partnership: ☐ General ☐ Limited ☐ Association

Names and Addresses of all partners: (use additional sheet if necessary)

1. _____
(Name) (Address) (City, State, Zip Code)

2. _____
(Name) (Address) (City, State, Zip Code)

General Information:

Federal ID Number: 43-1090740

Percent of work done by Contractor: _____ Number of years in business: 83

or SSN: _____ Number of Permanent Employees: 126

Geographical limits of operation: _____

If you have done business under a different name, please give name and location:
Branham Brother's Construction

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

Date: Dated this 24th day of January, 2017.

Signatures:

☐ Individual ☐ Partnership ☐ Joint Venture ☒ Corporation

Business Name: Branco Enterprises, Inc.

Address: 12033 E HWY 86

Neosho, MO, 64836

Telephone: 417-451-5250 Fax Number: 417-451-2851

Federal ID Number: 43-1090740 Social Security Number: _____

Duns Number: 03-712-6141

Incorporated under the laws of the State of: Missouri

(If a corporation organized in a state other than Missouri, attach certificate of Authority to do business in the State of Missouri.)

(Bidder's Signature)

(Corporate Secretary's Signature and Seal)

Justin Branham - President

(Typed or Printed Name of Signor)

(Seal)

(Partner/Joint Venture Signature)

(Typed or Printed Name of Signor)

January 17, 2017

CITY OF JOPLIN
MAIN STREET IMPROVEMENTS, 15TH STREET TO 32nd STREET
CDBG-DR GRANT No. B-13-MS-29-001

Addendum No. 1

Contract Bidders:

Enclosed is Addendum No. 1 for the above referenced project. Please execute, attach, and submit this Addendum No. 1 with your bid.

In addition, please sign and email a copy of this cover letter to Clayton Cristy, Olsson Associates, ccristy@olssonassociates.com as acknowledgement of receipt of this addendum notice.

OLSSON ASSOCIATES

Clayton Cristy, P.E.
Project Manager

Branco Enterprises, Inc.
Company Name

Signature

Justin Branham
Printed Name

CITY OF JOPLIN
MAIN STREET IMPROVEMENTS, 15TH STREET TO 32nd STREET
CDBG-DR GRANT No. B-13-MS-29-001

Addendum No. 1

Clarification Items:

Item #1: Meeting Minutes form Pre-Bid Meeting are attached.

Item #2: Question and Answers from Pre-bid meeting and emails are attached.

Item #3: Pre-bid sign in sheet is attached

Item #4: Geotechnical Engineering Report, Main Street Improvements Joplin, Missouri

NOTE: The meeting minutes, pre-bid sign in sheet, and questions and answers are for informational purposes only and shall not be considered as addendum items. Only those items listed below shall be considered addendum items related to the contract.

Information to Bidders Items:

Item #1: Section 8. Time of Completion and Liquidated Damages:
The Following shall be added:

l. The undersigned agrees to complete construction on the property located at 2731 S. Main St. (McDonald's Real Estate Co.) within fourteen (14) days of beginning construction on this property. Liquidated damages in the amount of $3000 shall be assessed in accordance with paragraph 12 of the Agreement for each day construction on this property is not complete within fourteen (14) days of beginning construction.

m. The undersigned agrees to complete construction on the property located at 2718-20-22 S Main St. (Croy Properties) within twenty-one (21) days of beginning construction on this property. Liquidated damages in the amount of $2000 shall be assessed in accordance with paragraph 12 of the Agreement for each day construction on this property is not complete within twenty-one (21) days of beginning construction.

n. The undersigned agrees to complete construction on the property located at 2702 S Main St. (Tri Star Properties, LLC.) within twenty-one (21) days of

beginning construction on this property. Liquidated damages in the amount of $2000 shall be assessed in accordance with paragraph 12 of the Agreement for each day construction on this property is not complete within twenty-one (21) days of beginning construction.

o. Alternate Phasing Plan: This project was designed with phasing as shown in the plans. The contractor may at their option develop an alternate phasing plan. The alternate phasing plan may have two blocks per section of the project under construction at any one time. The areas defined as sections are as follows:

Section A: 15th Street to 20th Street
Section B: 20th Street to 26th Street
Section C: 26th Street to 32nd Street.

A minimum of 3 blocks (sidewalk) must be undisturbed or complete between areas of sidewalk construction activity. During final concrete curing (up to two (2) days) on an area within the allowed two blocks of demo or construction, a third block may start demolition.

All additional costs for developing an alternate phasing plan including traffic control plans, additional temporary traffic control devices (above the bid quantity) and all associated costs shall be the responsibility of the contractor as subsidiary costs. If the contractor wants to use an alternate phasing plan, the plan must be submitted to the engineer and owner for review and approval.

Special Provisions:

Item #1: Section 8. Job Special Provisions:
The Following shall be added:

n. The undersigned agrees to complete construction on the property located at 2731 S. Main St. (McDonald's Real Estate Co.) within fourteen (14) days of beginning construction on this property. Liquidated damages in the amount of $3000 shall be assessed in accordance with paragraph 12 of the Agreement for each day construction on this property is not complete within fourteen (14) days of beginning construction.

o. The undersigned agrees to complete construction on the property located at 2718-20-22 S Main St. (Croy Properties) within twenty-one (21) days of beginning construction on this property. Liquidated damages in the amount of $2000 shall be assessed in accordance with paragraph 12 of the Agreement for each day construction on this property is not complete within twenty-one (21) days of beginning construction.

p. The undersigned agrees to complete construction on the property located at 2702 S Main St. (Tri Star Properties, LLC.) within twenty-one (21) days of

beginning construction on this property. Liquidated damages in the amount of $2000 shall be assessed in accordance with paragraph 12 of the Agreement for each day construction on this property is not complete within twenty-one (21) days of beginning construction.

q. Alternate Phasing Plan: This project was designed with phasing as shown in the plans. The contractor may at their option develop an alternate phasing plan. The alternate phasing plan may have two blocks per section of the project under construction at any one time. The areas defined as sections are as follows:

Section A: 15th Street to 20th Street
Section B: 20th Street to 26th Street
Section C: 26th Street to 32nd Street.

A minimum of 3 blocks (sidewalk) must be undisturbed or complete between areas of sidewalk construction activity. During final concrete curing (up to two (2) days) on an area within the allowed two blocks of demo or construction, a third block may start demolition.

All additional costs for developing an alternate phasing plan including traffic control plans, additional temporary traffic control devices (above the bid quantity) and all associated costs shall be the responsibility of the contractor as subsidiary costs. If the contractor wants to use an alternate phasing plan, the plan must be submitted to the engineer and owner for review and approval.

Proposal Items:

Item #1: The attached Proposal form shall replace the pages 17 of 174 to 34 of 174 of the original contract documents.

The attached PROPOSAL shall be utilized for bidding.

Item #2: The several bid item descriptions and quantities have been revised. This includes dividing quantities of some items between the different sections of the project.

Item #3: The proposal includes items for a lighting addendum items, this includes quantity updates to provide tree well installed up lights in place of outdoor rated GFCI outlet receptacles at tree wells. The tree well up light revisions include RGBW color change fixtures at tree wells along Main Street. The RGBW fixtures will be controlled via cabling to uplight control systems mounted in a NEMA cabinet located on the lighting power pedestal at select locations. Revised plan sheets, details, and job special provisions will be issued as a supplement to the quantity updates.

Item #4: The following section were added to the proposal:

The undersigned agrees to complete construction on the property located at 2731 S. Main St. (McDonald's Real Estate Co.) within fourteen (14) days of beginning construction on this property. Liquidated damages in the amount of $3000 shall be assessed in accordance with paragraph 12 of the Agreement for each day construction on this property is not complete within fourteen (14) days of beginning construction.

The undersigned agrees to complete construction on the property located at 2718-20-22 S Main St. (Croy Properties) within twenty-one (21) days of beginning construction on this property. Liquidated damages in the amount of $2000 shall be assessed in accordance with paragraph 12 of the Agreement for each day construction on this property is not complete within twenty-one (21) days of beginning construction.

The undersigned agrees to complete construction on the property located at 2702 S Main St. (Tri Star Properties, LLC.) within twenty-one (21) days of beginning construction on this property. Liquidated damages in the amount of $2000 shall be assessed in accordance with paragraph 12 of the Agreement for each day construction on this property is not complete within twenty-one (21) days of beginning construction.

Alternate Phasing Plan: This project was designed with phasing as shown in the plans. The contractor may at their option develop an alternate phasing plan. The alternate phasing plan may have two blocks per section of the project under construction at any one time. The areas defined as sections are as follows:

Section A:	15th Street to 20th Street
Section B:	20th Street to 26th Street
Section C:	26th Street to 32nd Street.

A minimum of 3 blocks (sidewalk) must be undisturbed or complete between areas of sidewalk construction activity. During final concrete curing (up to two (2) days) on an area within the allowed two blocks of demo or construction, a third block may start demolition.

All additional costs for developing an alternate phasing plan including traffic control plans, additional temporary traffic control devices (above the bid quantity) and all associated costs shall be the responsibility of the contractor as subsidiary costs. If the contractor wants to use an alternate phasing plan, the plan must be submitted to the engineer and owner for review and approval.

Federal Wage Determination:

Item #1: An updated federal wage order is attached and shall replace the federal wage order included in the original bid documents.

Plan Sheets: (Revision notes are on plan sheets)

The following sheets are included in an attachment.

Sheet 6-7:	Updated Bid Items, Quantities, and Units
Sheet A2-A3	Updated Bid Items, Quantities, and Units
Sheet A8 – A13	Revised Key Note #1 to read "EXISTING STREET LIGHT FIXTURE AND POLE TO BE REMOVED BY CONTRACTOR AND DELIVERED TO EMPIRE DISTRICT ELECTRIC. EXISTING STREET LIGHT BASE TO BE REMOVED BY CONTRACTOR. CONTRACTOR SHALL COORDINATE REMOVALS WITH EMPIRE DISTRICT ELECTRIC."
Sheet B2-B3	Updated Bid Items, Quantities, and Units
Sheet B8 – B12	Revised Key Note #1 to read "EXISTING STREET LIGHT FIXTURE AND POLE TO BE REMOVED BY CONTRACTOR AND DELIVERED TO EMPIRE DISTRICT ELECTRIC. EXISTING STREET LIGHT BASE TO BE REMOVED BY CONTRACTOR. CONTRACTOR SHALL COORDINATE REMOVALS WITH EMPIRE DISTRICT ELECTRIC."
Sheet B53	Replaced "UNDERDRAIN" with "PIPE-AGGREGATE EDGE DRAIN"
Sheet C2-C3	Updated Bid Items, Quantities, and Units
Sheet C8 – C11	Revised Key Note #1 to read "EXISTING STREET LIGHT FIXTURE AND POLE TO BE REMOVED BY CONTRACTOR AND DELIVERED TO EMPIRE DISTRICT ELECTRIC. EXISTING STREET LIGHT BASE TO BE REMOVED BY CONTRACTOR. CONTRACTOR SHALL COORDINATE REMOVALS WITH EMPIRE DISTRICT ELECTRIC."
Sheet D2-D3	Updated Bid Items, Quantities, and Units

Sheet D18

Added text to Phasing Notes to read, "CONSTRUCTION DURATION FOR DRAINAGE STRUCTURE WORK WILL BE LIMITED AS LISTED BELOW. CONTRACTOR SHALL PROVIDE CONTINUOUS CUSTOMER/TENANT ACCESS TO THE AFFECTED PROPERTIES DURING CONSTRUCTION.

1. MCDONALD'S REAL ESTATE CO., 2731 S. MAIN ST. – CONSTRUCTION LIMITED TO A ONE TIME OCCURRENCE OF 2 WEEKS
2. CROY PROPERTIES, 2718-20-22 S. MAIN ST. – CONSTRUCTION LIMITED TO A ONE TIME OCCURRENCE OF 3 WEEKS
3. TRI STAR PROPERTIES, LLC., 2702 S. MAIN ST. – CONSTRUCTION LIMITED TO A ONE TIME OCCURRENCE OF 3 WEEKS"

Job Special Provisions:

Item #1 Remove the second paragraph of section **2.0 CONSTRUCTION DETAILS of JOB SPECIAL PROVISION JSP-2301-01, CONCRETE SIDEWALK** and replace with the following:

"ADA detectable warning surface manufacturer shall be listed in MoDOT Field Section 1067 Table 1. Application Type shall be Cast in Place. The manufacturer of the ADA detectable warning surface shall be capable of providing both rectangular and radius detectable warning panels as shown in the plans. Color shall be determined and approved by the Engineer."

Item #2 Replace **"or as directed by the Engineer" in the last sentence of Section 2.1 of JSP-3300-01 with "or approved equal". Color of approved equal shall match the color provided in the plans."**

Item #3 **Remove the fifth paragraph of Section 4.0 CONSTRUCTION REQUIREMENTS of JOB SPECIAL PROVISION JSP-6700-01, TRAFFIC CONTROL and replace with the following:**

"The contract will indicate the minimum requirements for traffic control. With the engineer's approval, the contractor may add to the traffic control plan any temporary traffic control devices or services the contractor considers necessary to adequately protect the public and the work. No additional payment shall be made for these additional traffic control devices."

Item #4 **Remove the seventh paragraph of Section 4.0 CONSTRUCTION**

REQUIREMENTS of JOB SPECIAL PROVISION JSP-6700-01, TRAFFIC CONTROL and replace with the following:|

All changes to the traffic control plan resulting from contractor staging revisions, including proposed total road closures for the contractor's convenience, shall be submitted in writing to the engineer for review and acceptance prior to implementation. No additional payment shall be made for traffic control devices resulting from these changes."

The following document shall be added to the Bid Documents:

Item #1 Land Disturbance Storm Water Pollution Prevention Plan (SWPPP) For Earthwork Construction Of: City of Joplin

The undersigned hereby acknowledges receipt of this addendum, which by this reference is hereby incorporated in and becomes a part of the Contract Documents for the above referenced project.

Seal

Branco Enterprises, Inc.
Company Name

Signature

Justin Branham
Printed Name

President
Title

12033 E HWY 86
Address

Neosho, MO, 64850
City/State/Zip

417-451-5250
Telephone Number

END OF ADDENDUM 1

January 20, 2017

CITY OF JOPLIN
MAIN STREET IMPROVEMENTS, 15TH STREET TO 32nd STREET
CDBG-DR GRANT No. B-13-MS-29-001

Addendum No. 2

Contract Bidders:

Enclosed is Addendum No. 2 for the above referenced project. Please execute, attach, and submit this Addendum No. 2 with your bid.

In addition, please sign and email a copy of this cover letter to Clayton Cristy, Olsson Associates, ccristy@olssonassociates.com as acknowledgement of receipt of this addendum notice.

OLSSON ASSOCIATES

Clayton Cristy, P.E.
Project Manager

Branco Enterprises, Inc.
Company Name

Signature

Justin Branham
Printed Name

CITY OF JOPLIN
MAIN STREET IMPROVEMENTS, 15TH STREET TO 32nd STREET
CDBG-DR GRANT No. B-13-MS-29-001

Addendum No. 2

Clarification Items:

Item #1: Additional Questions and Answers from Pre-bid meeting and emails are attached.

Item #2: CDBG Regulatory Requirement Factsheet

Item #3: CDBG Section 3 Factsheet

NOTE: The questions and answers are for informational purposes only and shall not be considered as addendum items. Only those items listed below shall be considered addendum items related to the contract.

Proposal Items:

Item #1: Revised plan sheets, details, and job special provisions associated with Item #3 of Addendum No. 1 are included in the proposal. Item #3 of Addendum No. 1 is described as follows:

"The proposal includes items for a lighting addendum items, this includes quantity updates to provide tree well installed up lights in place of outdoor rated GFCI outlet receptacles at tree wells. The tree well up light revisions include RGBW color change fixtures at tree wells along Main Street. The RGBW fixtures will be controlled via cabling to uplight control systems mounted in a NEMA cabinet located on the lighting power pedestal at select locations."

Plan Sheets: (Revision notes are on plan sheets)

The following sheets are included in an attachment.

Sheet 8

- Quantity table updates to provide tree well installed uplights in place of outdoor rated GFCI outlet receptacles at tree wells. Refer to Addendum No. 1, Proposal Item Number 3 for associated updates.

Sheet 9

- Overall wiring diagram schematic updates to provide tree well installed uplights in place of outdoor rated GFCI outlet receptacles at tree wells.

Sheets 10-14

- Plan sheet updates to provide tree well installed uplights in place of outdoor rated GFCI outlet receptacles at tree wells.

Sheets 15-17

- Detail sheet and wiring notes associated with updates to provide tree well installed uplights in place of outdoor rated GFCI outlet receptacles at tree wells.

Sheet 24

- Uplight added to plan and section to illustrate its placement in relation to the landscaping and rubberway surface. For reference only. No cost change associated with the landscaping or rubberway.

Sheet A19

- Section 3.1 of the notes shall read as follows. 3.1 All longitudinal lines shall follow the Striping Applicability Chart in Joplin Standard Specifications section 2306.4 for Permanent Application for Roadway Surfaces including New Asphalt, Asphalt, and/or All Surfaces.

Job Special Provisions:

Item #1 Replace **JOB SPECIAL PROVISION JSP-7000-01, STREETLIGHTS** with the attached revised **JOB SPECIAL PROVISION JSP-7000-01, STREETLIGHTS.**

Item #2 Remove section **SIGNAL EQUIPMENT INSTALLATION AT MAIN ST & 15TH STREET** of **JOB SPECIAL PROVISION JSP-9400-01, SIGNAL INSTALLATION** and replace with the following:

1.0 DESCRIPTION.

This work shall consist of installing a new traffic control signal system at the intersection of Main Street and 15th Street in accordance with Division 9000 of the current approved City of Joplin Standard Specifications, as modified by this JSP, and as shown on the plans.

1.1 The new traffic signal controller unit shall be an Eagle EPAC series 50 controller.

2.0 BASIS OF PAYMENT.

All expenses incurred by the contractor for complying with this provision and completion of the new traffic control signal system at the intersection of Main Street and 15th Street as shown on the plans shall be considered as included in and completely covered by the unit bid prices for the various pay items included in the contract. Any item not specifically listed as a pay item in the contract shall be considered subsidiary to the pay items included in the contract.

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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 Operations at 888-464-4218.

Employer BRANCO ENTERPRISES, INC.

MELISSA COLLINS	HUMAN RESOURCE DEPT
Name (Please type or print)	Title
Electronically Signed	8/26/2009
Signature	Date

Department of Homeland Security – Verification Division

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

(For contracts, grants, cooperative agreements, and loans over $100,000)

The undersigned certifies, to the best of his knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards (at all tiers, including contracts under grants, loans, and cooperative agreements, subcontracts, and subgrants) over $100,000, and that all subrecipients shall certify and disclose accordingly.

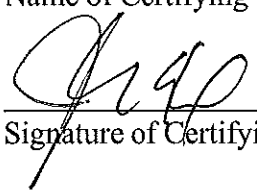
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction impost by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Branco Enterprises, Inc.

Name of Entity (city, county, contractor, etc.)

John Branham, PE CEO

Name of Certifying Official (Mayor, Presiding Commissioner, President, etc.)



Signature of Certifying Official

1/24/2017

Date

SUBCONTRACTOR DISCLOSURE FORM

COMPANY Branco Enterprises, Inc.

List below the name of each subcontractor that will be furnishing labor or labor and material, the category of work that the Subcontractor will be performing (e.g. asphalt, concrete, earthwork, etc.)

SUBCONTRACTOR	CATEGORY OF WORK	DOLLAR VALUE
Name Blevins Asphalt	Asphalt Paving	$950,000
Address P.O. Box 230	Milling of Pavement	
Mount Vernon, MO		
Phone Number 417-466-3758		
Fax Number 417-466-7914		
Name Ewing Signal	Traffic Signals	$1,350,000
Address 1730 N. Gregory Drive	Street Lighting	
Nixa, MO 65714	Landscape Lighting	
Phone Number 417-724-9405		
Fax Number 417-724-9929		
Name Road Runner Safety	Temp. Traffic Control	$110,000
Address P.O. Box 552		
Jackson, MO 63755		
Phone Number 573-204-0060		
Fax Number		
Name Streetwise, Inc.	Permanent Striping	$90,000
Address 4600 E 142nd St		
Grandview, MO 64030		
Phone Number 816-331-2355		
Fax Number 816-331-1355		
Name Yard Guys, LLC	Erosion Control	$100,000
Address 2135 E Division	Landscaping Items	
Springfield, MO		
Phone Number 417-619-4292		
Fax Number		
Name		
Address		
Phone Number		
Fax Number		

SIGNATURE _____ TITLE CEO DATE 1-24-17

TABLE A
BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

Type of Contract (Business or Profession)	Total No.	Estimated Total Dollar Amount	Estimated No. of Contracts to Section 3 Businesses	Estimated Dollar Amount to Section 3 Businesses
	None at this time			

Branco Enterprises, Inc.

Company

City of Joplin Main Street Improvements

Project Name

CBDG: B-13MS-29-001

Project Number

Jack Brown, EI (BRANCO)

Person Completing Form

January 24, 2017

TABLE B
BIDDER'S SECTION 3 ESTIMATED NEW HIRES

Job Category	Estimated Total Positions Needed for Project	No. of Positions Occupied by Permanent Employees	No. of Positions Not Occupied	No. of Positions to be Filled with Section 3 Residents
Officer/Supervisors	3	3		
Professionals				
Technical				
Hsq Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
TRADE:	Cement	Finisher		
Journeymen	6	6	0	
Helpers				
Apprentices				
Trainees				
Others	4	4	0	
TRADE:	Carpenter			
Journeymen	3	3	0	
Helpers				
Apprentices	2	2	0	
Trainees				
Others	6	4	2	2

Branco Enterprises, Inc.

Company

City of Joplin Main Street Imporvements

Project Name

CBDG: B-13MS-29-001

Project Number

Jack Brown, EI (Branco PM)

Person Completing Form

January 24, 2017

Date

MoDOT

105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

Missouri Department of Transportation
Patrick K. McKenna, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

July 7, 2016

Branco Enterprises, Inc.
P.O. Box 459
Neosho, MO 64850

Dear Sir or Madam:

This is to acknowledge receipt of your Contractor Questionnaire. The questionnaire qualifies you to bid as a prime contractor on highway projects **of any dollar amount.** Your questionnaire will be retained on file for one year, with an expiration date of July 31, 2017. Your contractor vendor number is **0010122.** If you have any questions pertaining to filing questionnaires or to expiration dates, please call Christina Teter at 573-751-8305.

The Highway and Transportation Commission does not issue a gross qualification figure to prospective bidders. The lowest responsible bidder for each project is determined by the commission, while taking into consideration the required contractor questionnaire, experience, skill, performance, and current contract commitments of the bidder. The Commission reserves the right to reject any bid and also the right to reject all bids.

If a successful bidder is doing business in the State of Missouri under a fictitious name, then such bidder shall furnish to the Highway and Transportation Commission a certified copy of its registration of fictitious name. All successful bidders who are corporations organized in states other than Missouri shall furnish to the commission a certified copy of a certificate of authority to do business in Missouri. Both the registration of fictitious name and the certificate of authority to do business in Missouri may be obtained from the Secretary of State, Corporate Division, P.O. Box 778, Jefferson City, MO 65102. In the event the successful bidder already has on file with the commission such a certificate, then an additional certificate will not be required.

Sincerely yours,

David D. Ahlvers
State Construction and Materials Engineer

Board Resolution
Branco Enterprises, Inc.

BE IT RESOLVED, that John E. Branham, CEO, Justin E. Branham, President, James B. Branham, Vice President/Secretary, and Sean Thouvenot, Vice President, are hereby authorized by their signatures to enter into any and all contractual obligations on behalf of this corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 31st Day of March, 2016

Justin E. Branham
President

Attest:

Bryce McDermott
Assistant Secretary