



July 17, 2015

Volume 12

## **PHASE 1 - PROJECT FACTS**

### **COMPLETION DATE**

The contract for the Phase 1 construction included a specific date for completion which was June 1, 2015. For every day past that date, the contractor incurs liquidated damages at the contract specified rate of \$500 per day. As of July 17, those damages have totaled \$23,500. That money is subtracted from any pay request prior to the city processing that payment.

### **CAP STONE**

The project design called for a limestone cap stone on the top of all walls, on the planter curbs and as bollards on the intersection corners. The specifications indicated a stone could come from Missouri and specifically referenced a quarry in Perryville, MO. This quarry may or may not obtain the limestone locally.

### **WEATHER DELAYS**

The contract was very specific regarding the issue of weather delays. Basically, the contractor's deadline was June 1, 2015 and there is no allowance for a time extension due to weather.

### **UTILITY CONFLICTS**

Any time there is construction in the older portions of the community, there will be unforeseen conflicts with old utility lines for which there are no plans or knowledge of their existence. Anticipating such conflicts, the construction contract had specific language that directed that the contractor must deal with these hidden lines and conduits without any extensions to his contract deadlines. In addition, every time that an unforeseen line was encountered, the design of the solution was done quickly and as a result, these lines have not caused any delays for the contractor that will extend the deadline.

### **MANPOWER**

Construction contracts give all authority for scheduling and work crew management to the contractor. The City of Branson has no authority to direct the contractor's employees or establish schedules or hours. The

contractor is solely responsible for determining the number of employees on the job site and the hours they work or the days they choose not to work. Should the contractor opt to not work a particular day, the city's only recourse is the liquidated damages.

### **NIGHT WORK**

The city of Branson does allow evening and night work. If the contractor should decide to work additional hours, the city will make the staff available to continue to provide any needed inspections or coordination.

### **SUBMITTALS AND SHOP DRAWINGS**

When engineers design construction projects, the various components are specified but the supplier of those products must submit "shop drawings" that give the exact details of the product. The City of Branson follows a policy of completing any shop drawing review within seven days of receiving it. When there are delays in the approval process, it is usually due to nonconformance with the plans or simply failure by the contractor or his suppliers to submit the drawings.

### **STREETLIGHT CONTROLS**

The new street lights will have LED bulbs which can be dimmed or brightened. The control of these lights will be from City Hall. There is no public "Wi-Fi Tower" included in the project and no provision for free public Wi-Fi from the street lights. The street lights provide only white light and do not change color.

### **FLOWER BASKET WATER**

The street light poles have arms on both sides for holding banners and/or hanging items. Due to budget limitations, the idea of extending small irrigation tubes up the center of the light poles was eliminated from the project.

## **CONTACT INFORMATION**

**If you have any questions or concerns, please contact  
City Engineer, David Miller at 417-337-8559.**

CURRENT LIBERTY PLAZA CONCEPT

