



Phone: (573) 364-8659

FAX: (573) 364-8602

e-mail: [dpryor@rollacity.gov](mailto:dpryor@rollacity.gov)

DEPARTMENT OF PUBLIC WORKS

901 North Elm

P.O. Box 979

Rolla, MO 65402

[www.rollacity.gov](http://www.rollacity.gov)

### **NOTICE TO BIDDERS**

The City of Rolla hereby requests bids for the following project: **Animal Shelter – Painting, Project 541-2C.**

Bids will be accepted until **11:00 A.M., Wednesday, October 29, 2025**, in the office of the City Clerk, 901 North Elm-3<sup>rd</sup> Floor, Rolla, Missouri 65401, at which time they will be opened. Bids shall be submitted in a sealed envelope and clearly marked “**Animal Shelter Painting, Project 541-2C.**” All bidding Contractors shall be expected to review the scope of the work with a representative of the City Public Works Department prior to bidding and may attend an **optional pre-bid conference**, scheduled for **Wednesday, October 22, 2025, at 11:00 a.m.** in the Public Works Department-4th Floor.

Bid documents and specifications may be reviewed in or purchased for \$35.00 per set of specifications from the Rolla Public Works Department, 4<sup>th</sup> Floor, 901 North Elm, Rolla, Missouri 65401. Bid documents are available and can be picked up on Monday through Friday, 8:00 a.m. to 5:00 p.m. Bid documents can also be downloaded at [https://rollacity.gov/how\\_do\\_i/bids\\_rfps.php](https://rollacity.gov/how_do_i/bids_rfps.php)

Darin Pryor, P.E./Public Works Director

## INSTRUCTIONS TO BIDDERS

1. Bids must be submitted on the “Bidder’s Tabulation Sheet” only. Bids must be submitted in sealed envelopes, properly identified as “**Animal Shelter Painting, Project 541-2C**”.
2. The bid must be filed with the City Clerk prior to the announced bid opening date and time. **Bid opening will be October 29, 2025 at 11:00 AM local time.**
3. The City of Rolla reserves the right to accept or reject any/or all bids.
4. It will be the City’s intent to accept low competent bid if it meets specifications and conditions.
5. Bidders are advised that the City of Rolla shall consider prior substandard goods or prior substandard service delivery or excessive distance to the city as a criterion for bid rejection.
6. Bids equal in cost and specifications may go to the local bidder (given they meet all other conditions).
7. All bids shall meet or exceed specifications.
8. Alternate bids may be considered providing all specification differences are clearly indicated and contain justification statements. The City of Rolla shall be the sole judge as to the suitability of the service or equipment offered for the intended purpose from the alternate bid.
9. Any exceptions to these terms or conditions or deviations from written specifications shall be shown in writing and attached to the Bidder’s Proposal.
10. Bidders are cautioned to verify their proposal before submission as requests for amendments, withdrawals or proposals, if received by the city after the time specified for opening, will not be considered.
11. In the event of discrepancies between Bidder’s “Per Unit” price quotation and “Extended Total” quotation, the Per Unit quotation shall prevail.
12. Local bidders shall be defined as bidders in Rolla and the area surrounding Rolla for a five-mile radius from the city limits.
13. The City of Rolla reserves the right to use State of Missouri bids when applicable.

**BID TABULATION SHEET**  
**Animal Shelter Painting**

**The City of Rolla Public Works Department is seeking bids painting concrete masonry unit walls at the Animal Shelter. The city will provide the paint. The contractor's bid shall include any labor, equipment, and materials (excluding paint provided by the City) to complete the work including any prep work. The contractor shall make provisions to prevent paint from getting on areas not to be painted. The surface area to be painted is approximately 10,000 square feet. Prevailing Wages will be required.**

**The successful bidder will be required to have a current City of Rolla business license prior to beginning construction.**

The City of Rolla reserves the right to reject any or all bids.

Coat 1 Unit Price \$ \_\_\_\_\_

Coat 2 Unit Price \$ \_\_\_\_\_

Coat 3 Unit Price \$ \_\_\_\_\_

Coat 4 Unit Price \$ \_\_\_\_\_

Coat 5 Unit Price \$ \_\_\_\_\_

Total Price: \$ \_\_\_\_\_

I/we the undersigned have read and fully understand these Specifications and have noted in writing any exceptions under the exception column. If awarded the bid, I/we do hereby agree to provide the equipment as specified or as noted by exception.

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

E-mail: \_\_\_\_\_

IF YOU HAVE ANY QUESTIONS, PLEASE CALL DIRECTOR OF PUBLIC WORKS, DARIN PRYOR AT (573) 364-8659.

## EXHIBIT A

### CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and \_\_\_\_\_ Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **Project 541-2C Animal Shelter Painting**, in complete accord with the Contract Documents and the said plans and specifications; and

WHEREAS, the said Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be lowest and best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of **Project 541-2C Animal Shelter Painting**.

It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

ARTICLE II. Contractor acknowledges that Section 285.530, R.S.Mo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of Subsection 1 of Section 285.530, R.S.Mo, 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 eligible to work in the United States.

ARTICLE III. Occupational Safety and Health Administration (OSHA)

**Safety Training:**

- a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, R.S.Mo.
- b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.
- c. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without the documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.
- d. Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, R.S.Mo.

**Notice of Penalties for Failure to Provide Safety Training**

- a. Pursuant to Section 292.675, R.S.Mo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Safety Training section of Article III above.
- b. The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.
- c. Violations of Article III – Safety Training above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract

Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \_\_\_\_\_ for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract.

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified the contractor will be charged liquidated damages in the amount of **\$100.00** per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

ARTICLE VII. Before the final payment can be made to the Contractor on the project, the Contractor must complete and return the Affidavit Compliance with the Prevailing Wage Law form furnished at the end of the Special Conditions section.

ARTICLE VIII. Before the final payment can be made on the project to the Contractor, the Contractor must complete and return the Contractor's Affidavit Regarding Settlement of Claims form furnished at the end of the Special Conditions section.

ARTICLE IX. This Contract will not be binding and effective until confirmed by the Owner.

IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY \_\_\_\_\_  
Mayor, Owner, Party of the First Part

BY \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name/Title

STATE OF MISSOURI     )  
SS                                 )  
County of Phelps             )

On this \_\_\_\_\_ day of \_\_\_\_\_ before me appeared \_\_\_\_\_ ,  
to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City  
of Rolla, Missouri, a municipal corporation, and the seal affixed to said instrument is the  
corporate seal of said municipal corporation and that said instrument is the corporate seal of said  
municipal corporation and that said instrument was signed under authority of the City Council of  
of the City of Rolla, Missouri; and the said \_\_\_\_\_ Acknowledged  
said instrument to be the free act and deed of said municipal corporation.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF MISSOURI     )  
SS                                 )  
County of Phelps             )

On this \_\_\_\_\_ day of \_\_\_\_\_ before me appeared \_\_\_\_\_ ,  
to me personally known, who, being by me duly sworn, did say that (s)he is the \_\_\_\_\_  
of \_\_\_\_\_  
and that the seal affixed to said instrument is the corporate seal of said corporation by authority  
of its board of directors; and the said \_\_\_\_\_ acknowledged said  
instrument to be the free act and deed of said corporation.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public





## **SPECIAL CONDITIONS**

### **1.1 INSURANCE**

Contractor shall provide and maintain during the life of the contract and until final acceptance of the work insurance acceptable to the City which will afford protection and coverage in accordance with the requirements set forth below.

### **1.2 WORKERS' COMPENSATION INSURANCE**

Workers' Compensation Insurance for all employees at the site of the project, and in case any work is sublet, Contractor shall require any Subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not covered under the Workers' Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide Employer's Liability Insurance. Contractor shall provide coverage under the "Occupational Disease Act" of the State of Missouri, in addition to the above requirements if the operations of the Contractor or any Subcontractor are applicable thereunder, Workers' Compensation Insurance shall comply in all respects with the requirements of the statutes of the State of Missouri.

### **1.3 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

Public Liability and Property Damage Insurance in comprehensive general liability form as shall protect Contractor and any Subcontractor forming work covered by this contract from claims for damages for personal injury, including wrongful death, and claims for property damage which may arise from the operations under the contract, including all trucks and automobiles used, whether owned or not, and whether such operations be by the Contractor or any Subcontractor or by anyone directly or indirectly employed by either of them. The amount of insurance shall not be less than the following with the City to be named as Additional Named Insured.

- 1) Public Liability Insurance: The Contractor shall carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the City as additional named insured with endorsement coverage in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$1,000,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610 R.S.Mo.

- 2) Property Damage Insurance shall be in the combined single limit of not less than \$1,000,000.00, however, that insurance on all automobiles and trucks shall be for bodily injury in the prescribed limits of not less than \$1,000,000.00. Such policy or policies shall by proper endorsement cover any liability of Contractor under the indemnification provision.

- 1.3.1 All insurance shall be procured through agencies and be written by insurance companies which are acceptable to and approved by Owner and shall be obtained and paid for by Contractor.
- 1.3.2 Within 14 days after award of the contract, Contractor shall furnish the City with certificates that the City is covered by the required insurance, showing type, amount, class of operations covered, effective dates and dates of expiration of policies. All certificates shall contain substantially the statement: "The insurance covered by this certificate will not be cancelled or altered except after thirty (30) days' written notice has been received by the City of Rolla, Missouri". In addition, the original City's protective policy will be forwarded to the City.
- 1.3.3 Upon receipt of any notice of cancellation or alteration, Contractor shall within five days procure other policies of insurance similar in all respects to the policy or policies about to be cancelled or altered; and if Contractor fails to provide, procure and deliver acceptable policies of insurance or satisfactory certificates or other evidence thereof, Owner may obtain such insurance at the cost and expense of Contractor without notice to Contractor.
- 1.3.4 The contractor shall provide Builders' Risk Insurance to a minimum of the coverage of the value of the work.
- 1.3.5 It is understood and agreed that the insurance required by the provisions of this article is required in the public interest and that the City does not assume any liability for acts of Contractor, any Subcontractor, or their employees in the performance of the contract.

## 2.1 **TIME FOR COMPLETION**

The project must **be completed by June 1st, 2026.**

## 3.1 **LIQUIDATED DAMAGES**

- 3.1.1 In the event that the Contractor fails in the performance of the work specified and required to be performed within the period of time specified in the Contract Documents, the Contractor shall pay the Owner, as and for liquidated damages, and not as a penalty the sum of \$100.00 (ONE HUNDRED DOLLARS) per calendar day that the Contractor shall be in default.

3.1.2 Liquidated Damages will be waived for any period of time covered by an extension of time.

3.1.3 The Owner shall have the right to deduct Liquidated Damages from any payments due or to become due the Contractor or to recover compensation for damages for non-performance as provided for under other provisions of the Contract Documents.

#### **4.1 BLANK**

#### **5.1 NONDISCRIMINATION IN EMPLOYMENT**

In connection with the performance of work under this contract, the Contractor agrees as follows:

5.1.1 Contractor will not discriminate against any employee or application for employment because of race, creed, color, national origin or sex or marital status. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, or national origin or sex or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

5.1.2 Contractor will, in all solicitations 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 or national origin or sex or marital status.

5.1.3 In the event of the Contractor's noncompliance with nondiscrimination clause of this contract, the Owner may cancel this contract in whole or in part.

#### **6.1 PAYMENTS**

6.1.1 Payments will be made to Contractor monthly from lawful funds available therefor on the basis of a duly certified estimate of all labor and materials done or delivered on the site of the construction and accepted by the City's representative during the preceding month, calculated in proportion to the Contract price.

6.1.2 Not later than the first day of each calendar month Contractor shall render two copies of all statements for progress payments to Owner by mailing or delivering same to the Public Works Director. All statements shall be subject to approval of the City's representative and the governing body of the City of Rolla.

- 6.1.3 To insure proper performance of the contract Owner will retain 5 percent (5%) of the amount of each estimate until final completion and acceptance of the work covered by the contract.
- 6.1.4 Each payment made to Contractor shall be on account of the total amount payable to Contractor by or for Owner, and all material and work covered by partial payment made shall thereupon become the sole property of Owner. No such payment shall be deemed to be in accord and satisfaction as to any item or items for which such payment is made, and this provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made or restoration of any damaged work or as a waiver of the right of Owner to require fulfillment of all terms of the contract.
- 6.1.5 Ordinarily no allowance will be made in estimates for materials delivered on site of work and not incorporation in work; however, items considered by Owner to be major items of considerable magnitude, if suitably stored, will be allowed in estimates on the basis of actual materials cost plus delivery. Copies of material invoices must be provided.
- 6.1.6 Retained percentages herein provided are to be retained and held for the sole protection and benefit of owner, and no other person, firm or corporation shall have or assert any lien, claim or right whatsoever thereto, except as herein expressly provided.
- 6.1.7 The Contractor shall be responsible for complying with all state prevailing wage regulations.
- 6.1.8 All requests for payment shall be made to the City on forms approved by the Public Works Director.
- 6.1.9 The Contractor will be supplied with a tax exemption certificate for all materials purchased for the project.

**7.1 BLANK**

**8.1 HOLD HARMLESS AGREEMENT**

The following hold harmless agreement shall be executed and submitted within fourteen (14) days of award of bid.

**9.1 BLANK**

**10.1 CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS**

- 10.1.1 Before the final payment can be made on the project to the Contractor, the Contractor must complete and return the Contractor's Affidavit Regarding Settlement of Claims form furnished at the end of the Special Conditions Section.



## **HOLD HARMLESS AGREEMENT**

We, \_\_\_\_\_, agree to protect, indemnify, save and keep harmless the City of Rolla against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about said premises, causing injury to any person or property whomsoever and whatsoever and will protect, indemnify and save and keep harmless the above mentioned party from any and all claims, costs or expense arising out of any failure of the contractor in any respect to comply with and perform all the requirements and provisions agreed to and required by any law or ordinance, during the period commencing \_\_\_\_\_ at the premise of \_\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_





**CONTRACTOR'S AFFIDAVIT  
REGARDING  
SETTLEMENT OF CLAIMS**

\_\_\_\_\_, 20 \_\_\_\_\_

To the City of Rolla, Missouri

Gentlemen:

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

State of \_\_\_\_\_

County of \_\_\_\_\_ ss.

Subscribed and sworn to before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20 \_\_\_\_\_, at \_\_\_\_\_

\_\_\_\_\_  
Notary Public

SEAL

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_.

## SECTION 099600

### HIGH-PERFORMANCE COATINGS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section includes surface preparation and the application of high-performance coating systems.

##### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product indicated.
- C. Samples for Verification: For each type of coating system and each color and gloss of topcoat indicated.
  - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
  - 2. Apply coats on Samples in steps to show each coat required for system.
  - 3. Label each coat of each Sample.
  - 4. Label each Sample for location and application area.
- D. Product List: Cross-reference to coating system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

##### 1.3 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Coatings: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

##### 1.4 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each coating system indicated to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Architect will select one surface to represent surfaces and conditions for application of each coating system.
    - a. Wall and Ceiling Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
    - b. Other Items: Architect will designate items or areas required.
  - 2. Final approval of color selections will be based on mockups.
    - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
  - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

##### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

##### 1.6 FIELD CONDITIONS

- A. Apply coatings only when temperature of surfaces to be coated and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply coatings when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
- C. Do not apply exterior coatings in snow, rain, fog, or mist.

## **PART 2 - PRODUCTS**

### **2.1 MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Behr Process Corporation.
  - 2. PPG Architectural Coatings.
  - 3. Sherwin-Williams Company (The).
- B. Substitutions: Provide in accordance with Section 012500 "Substitution Procedures."

### **2.2 HIGH-PERFORMANCE COATINGS, GENERAL**

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."
- B. Material Compatibility:
  - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
  - 3. Products shall be of same manufacturer for each coat in a coating system.
- C. Low-Emitting Materials: For field applications that are inside the weatherproofing system, 90 percent of paints and coatings shall comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- D. Colors: As scheduled.

### **2.3 SOURCE QUALITY CONTROL**

- A. Testing of Coating Materials: Owner reserves the right to invoke the following procedure:
  - 1. Owner will engage the services of a qualified testing agency to sample coating materials. Contractor will be notified in advance and may be present when samples are taken. If coating materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
  - 2. Testing agency will perform tests for compliance with product requirements.
  - 3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying coating materials from Project site, pay for testing, and recoat surfaces coated with rejected materials. Contractor will be required to remove rejected materials from previously coated surfaces if, on recoating with complying materials, the two coatings are incompatible.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Masonry (Clay and CMUs): 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

### **3.2 PREPARATION**

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and coating systems indicated.

- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of coatings, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce coating systems indicated.
- D. Masonry Substrates: Remove efflorescence and chalk. Do not coat surfaces if moisture content, alkalinity of surfaces, or alkalinity of mortar joints exceeds that permitted in manufacturer's written instructions.
  - 1. Clean surfaces with pressurized water. Use pressure range as recommended by manufacturer at 6 to 12 inches (150 to 300 mm).

### 3.3 APPLICATION

- A. Apply high-performance coatings according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."
  - 1. Use applicators and techniques suited for coating and substrate indicated.
  - 2. Coat surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.
  - 3. Coat backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
  - 4. Do not apply coatings over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match color of finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.
- D. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

### 3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test coatings for dry film thickness.
  - 1. Contractor shall touch up and restore coated surfaces damaged by testing.
  - 2. If test results show that dry film thickness of applied coating does not comply with coating manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with coating manufacturer's written recommendations.

### 3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from coating operation. Correct damage to work of other trades by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

3.6 INTERIOR HIGH-PERFORMANCE COATING SCHEDULE

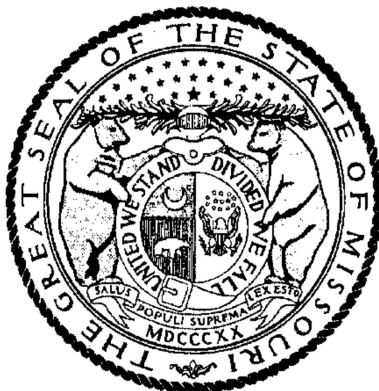
- A. Concrete Masonry Units:
  - 1. Sherwin Williams:
    - a. Prime Coat: Kem Cati-Coat HS Epoxy Filler/Sealer B42-400 Series.
    - b. Second Coat: Same as prime coat.
      - 1) Number of coats may vary to fill voids, pinholes, and provide a proper dense basecoat. Confirm with mockup and before application of finish coats.
    - c. Third Coat: Macropoxy 646-100 Fast Cure Epoxy, B58-620.
    - d. Fourth Coat: General Polymers 4685W POLY-COTE Wall Coating.
    - e. Topcoat: Same as fourth coat.
- B. Tinting: Add tinting color in accordance with manufacturer's written instructions to match scheduled colors.

**END OF SECTION**

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MIKE KEHOE, Governor

## Annual Wage Order No. 32

Section 081  
**PHELPS COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by \_\_\_\_\_

Logan Hobbs, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$61.06
Boilermaker	\$29.28*
Bricklayer-Stone Mason	\$58.85
Carpenter	\$65.41
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$29.28*
Plasterer	
Communication Technician	\$59.79
Electrician (Inside Wireman)	\$59.57
Electrician Outside Lineman	\$29.28*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$29.28*
Glazier	\$29.28*
<b>Ironworker</b>	<b>\$73.95</b>
Laborer	\$48.49
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$29.28*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$69.45
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$50.50
Plumber	\$74.34
Pipe Fitter	
Roofer	\$56.10
Sheet Metal Worker	\$75.33
Sprinkler Fitter	\$69.38
Truck Driver	\$29.28*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for  
PHELPS County

Section 081

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$29.28*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$29.28*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$50.92
General Laborer	
Skilled Laborer	
Operating Engineer	\$65.88
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$51.88
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.



# **OVERTIME and HOLIDAYS**

## **OVERTIME**

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## **HOLIDAYS**

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.