

BID# 21-008-01

MOORE PAVILION METAL CEILING PRODJECT  
LAMAR, MISSOURI

September 2021

CITY OF LAMAR  
1104 BROADWAY  
LAMAR, MISSOURI 64759  
(417) 682-5554

**Request for Quote**  
**City of Lamar**  
**Date: 9/16/2021**

**Request for Quote:** Labor and Materials to add metal bird-proof ceiling liner, replace existing light fixtures and add power and controls for industrial cooling fans to the Moore Pavilion (107 & 109 East 10<sup>th</sup> St.).

**Purpose and Scope of Project:**

The City of Lamar is requesting quotes from experienced, qualified construction contractors to add a ceiling liner to the existing Moore Pavilion structure. Contractor to supply all materials, labor, and equipment to provide a bird-proof finished product. Liner panel to meet or exceed the following specifications:

- Color: White      - Material: Corrugated Steel      - Fastener: Color Matched Screws
- Thickness: 29 gauge (minimum)

Contractor will be required to remove and re-locate all electrical “drops” and light fixtures. New LED light fixtures will be installed to replace existing high-pressure sodium. LED light fixtures to be approved by the City of Lamar prior to purchase and installation. LED light fixtures to meet or exceed the following specifications:

- Wattage: 200      - Lumens: 30,000      - CCT: 5,000K
- Life: 50,000 hours      - Warranty: 5 years

Contractor will be responsible for disposal of existing high-pressure sodium bulbs and fixtures.

Contractor will be required to add appropriate electrical supply, switching (MacroAir Analog Remote), and hanging support for (3) Macroair Airlegacy 24’ gear driven fans. The fans will utilize a 2 hp motor 240-volt single phase 20.2-amp max draw. The fans are a new add to the existing structure. Fans are to be supplied and installed by City of Lamar.

Contractor will be required to work consecutively on the project until complete.

Contractor will be required to repair damaged insulation prior to installation of liner panels.

**RFQ Process**

Any questions regarding this Request for Quote must be submitted via email to Russ Worsley, City Administrator at [cityadministrator@lamarmo.org](mailto:cityadministrator@lamarmo.org) prior to 10:00 am Friday, October 8<sup>th</sup>, 2021.

The City reserves the right to reject any or all quotes with or without cause. There is no expressed or implied obligation for the City of Lamar to reimburse responding firms for any

expenses incurred in preparing quotes. Decisions by the City of Lamar to award this RFQ will be final.

Please provide your signed quote before 10:00 am Friday, October 8<sup>th</sup>, 2021. Quotes received after this time and date will not be accepted.

Please mail or deliver your quote to:

City of Lamar  
Attention: City Clerk  
Bid: Moore Pavilion  
1104 Broadway  
Lamar MO 64759

Request for Quotes Ceiling Liner Project Rev. 9-21 .doc

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: MOORE PAVILION BID # 21-008-01.

The Owner has considered the Bid submitted by you for the above-described work in response to its advertisement for bids dated the \_\_\_\_ day of \_\_\_\_\_2021, and Information for Bidders.

You are hereby notified that your Bid has been accepted for items as listed in the Bid Form.

You are required by the Information for Bidders to execute the Agreement within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2021.

City of Lamar  
Owner

BY: \_\_\_\_\_  
City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by  
\_\_\_\_\_ on this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

## **HOLD HARMLESS – CONTRACTOR**

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the CITY, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising whether bodily injury or other personal injury (including death), or involving an injury or damage to property expenses were caused by the negligence or other wrongdoing of CONTRACTOR, or of any supplier or subcontractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of CITY or any of its agents or employees.

### **(Insurance Requirements)**

CONTRACTOR shall purchase and maintain the following insurance, at CONTRACTOR's expense:

- Commercial General Liability Insurance with a minimum limit of \$ 1,000,000 each occurrence/ \$ 2,000,000 general aggregate written on an occurrence basis.
- Comprehensive Business Automobile Liability Insurance for all owned, non-owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR with a combined single limit of \$ 1,000,000 minimum.
- Workers Compensation insurance with statutorily limits required by any applicable Federal or state law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.

CONTRACTOR shall make CITY an additional insured on each policy of insurance that CONTRACTOR is required to maintain under the contract documents.

Similarly, CONTRACTOR shall require insurance with the same coverage and limits from its subcontractors and suppliers, and their insurance policies shall be endorsed to name the same additional insureds and required of CONTRACTOR.

Each additional insured endorsement shall expressly afford coverage to the additional insureds not only arising out of the named insured's operations or work but also arising out of the named insured's completed operations.

All completed operations coverages shall be maintained by CONTRACTOR and its subcontractors or suppliers for five (5) years following the completion of the work. Any coverage available to CITY as a named insured shall be secondary, so that the coverage to the CITY as an additional insured on the policies maintained by CONTRACTOR and subcontractors is primary.

CITY reserves the right to selectively trigger any one or more insurance policies that afford CITY coverage, whether as a named insured or as an additional insured.

CONTRACTOR agrees that CITY shall be provided at least sixty (60) days advance written notice of any cancellation or rescission of any policy that CONTRACTOR or any of its subcontractors or suppliers is required to maintain under the contract documents.

Prior to commencing work, CONTRACTOR shall provide CITY certificates of insurance evidencing the required coverages.

CITY's receipt or review of any certificate of insurance reflecting that CONTRACTOR or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement of the contract documents shall not constitute a waiver of any of CITY's insurance rights under the contract documents, with all such rights being fully and completely reserved by the CITY.

No provision of this agreement shall constitute a waiver of the CITY's right to assert a defense based on the doctrines of sovereign immunity, official immunity, or any other immunity available under law.

Insurance required by this contract and supported by the additional insured endorsement shall be as broad as necessary to support the hold harmless requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

Revised November 2020

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 28

Section 006  
**BARTON 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

Taylor Burks, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2021**

Last Date Objections May Be Filed: April 8, 2021

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	*\$20.65
Boilermaker	*\$20.65
Bricklayer	*\$20.65
Carpenter	*\$20.65
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	*\$20.65
Plasterer	
Communications Technician	*\$20.65
Electrician (Inside Wireman)	\$47.03
Electrician Outside Lineman	*\$20.65
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$20.65
Glazier	*\$20.65
Ironworker	*\$20.65
Laborer	\$36.28
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	*\$20.65
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	*\$20.65
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	*\$20.65
Plumber	*\$20.65
Pipe Fitter	
Roofer	*\$20.65
Sheet Metal Worker	*\$20.65
Sprinkler Fitter	*\$20.65
Truck Driver	*\$20.65
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received less 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.



Heavy Construction Rates for  
BARTON County

Section 006

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	*\$20.65
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*\$20.65
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$42.05
General Laborer	
Skilled Laborer	
Operating Engineer	\$51.04
Group I	
Group II	
Group III	
Group IV	
Truck Driver	*\$20.65
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 less 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.

**NOTICE TO PROCEED**

TO: \_\_\_\_\_

OFFICIAL DATE: \_\_\_\_\_

Project Description: MOORE PAVILION BID # 21-008-01

You are hereby notified to complete work in accordance with the Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_ 2021 within Ninety (90) consecutive calendar days of this Notice to Proceed. The date of completion of all work is therefore the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

City Of Lamar  
Owner

BY: \_\_\_\_\_  
City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by  
\_\_\_\_\_ on this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**LIEN WAIVER**

DATE: \_\_\_\_\_

TO: CITY OF LAMAR  
1104 BROADWAY  
LAMAR, MISSOURI 64759

RE: MOORE PAVILION BID # 21-008-01

Dear Sir:

I certify that I have paid in full for all materials purchased and all labor employed in the performance of this contract, and that there are no claims against me as an employer under this contract on account of injuries sustained by workmen employed by me thereunder. I hereby release you from any claims arising by virtue of this contract.

I am attaching form "Release by Claimants", signed by all persons from whom I have purchased materials and by all persons employed in connection with my contract with the above named owner.

\_\_\_\_\_  
Contractor

**RELEASE BY CLAIMANTS**

DATE: \_\_\_\_\_

STATE OF MISSOURI )  
COUNTY OF BARTON)

WHEREAS, we the undersigned \_\_\_\_\_  
has (have) been employed by \_\_\_\_\_  
to furnish \_\_\_\_\_  
for the construction project known as MOORE PAVILION BID # 21-008-01.

NOW, THEREFORE, know ye, that I (we) the undersigned for and in  
consideration of the sum of \_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_) and other goods and valuable considerations,  
the receipt whereof is hereby acknowledged, do hereby waive and release any and all  
liens, and claims, or right to lien, on said construction project and premises under the  
statutes of the State of \_\_\_\_\_ relating to Mechanic's Liens, on  
account of labor, or materials, or both, furnished by the undersigned to or on account of  
the said \_\_\_\_\_ for the construction project  
and premises.

Given under our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Signature

WITNESS:  
  
\_\_\_\_\_

MY COMMISSION EXPIRES:  
  
\_\_\_\_\_