

BID #22-003

SPECIFICATIONS FOR
PAINTING OF MEMORIAL HALL (INTERIOR)
LAMAR, MISSOURI

April, 2022

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

INFORMATION FOR BIDDERS BID # 22-003

Bids will be received by the City of Lamar, Missouri (herein called the "Owner"), at City Hall, 1104 Broadway, on May 5th, 2022, at 10:15 a.m. and then at said office publicly opened and read aloud.

Each bid must be submitted in a sealed envelope, addressed to City of Lamar, Bid # 22-003, Att: City Clerk, 1104 Broadway, Lamar MO. 64759. Each sealed envelope containing a Bid must be plainly marked on the outside as 22-003 Memorial Hall Painting. The envelope should bear on the outside the name of the Bidder and address. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner.

All bids must be made on the required Bid Form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Only one copy of the Bid Form is required.

Bidders will be asked to comply with the following specifications:

- *Proper surface preparation of all areas to be painted.
- *Proper protection of surfaces that will not be painted.
- *Work with Memorial Hall events.
- *Paint equal to or better quality to Sherwin Williams 20–25-year warranty.
- *Cleanup of all areas after completion of each area painted.
- *Bidders must inspect areas to bid, to clarify total area square footage, needs of surface preparation, proper paint material and application. (Approximately 5,000 sq. ft. of ceiling and 10,000 sq. ft. of wall)
- *Bidders will need to have separate lines for paint application and surface preparation charges.
- * Specifications for paint application shall be attached as an addendum.

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 Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.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

Each bidder shall specify in his proposal, in figures, a total price. The proposal shall not contain interlineations, alterations, or erasures. All entries on the proposal form shall be in ink. All errors in extensions or totals will be corrected by the Owner and such corrected extensions and totals will be used in comparing bids.

A proposal of an individual, including those doing business under a fictitious name, shall be signed by the individual, and his address shown. The signature shall be exactly the same as that appearing on the Contractor's qualification form.

A proposal by a partnership or joint adventure, including individuals doing business under fictitious names, or corporations, shall be executed by at least one of the partners followed by the title "Partner", or one of the joint adventurers followed by the title "Joint Adventure" and the business address of the partnership or joint adventure shown. The true legal name and address of each partner and joint adventurer shall also be shown and shall appear exactly the same as that shown on the Contractor's Qualification Form.

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

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

No Bid Bond is required. The contractor shall be required to provide proof of \$1,000,000 General Liability Insurance and Workmen's Compensation Insurance.

The party to whom the contract is awarded will be required to execute the Agreement within the agreed-upon timeline. The Notice of Award shall be accompanied by the necessary Agreement. In case of failure of the bidder to execute the Agreement, the owner may, at his option, consider the Bidder in default.

The owner, within thirty (30) days of receipt of the Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the owner not execute the Agreement within such period, the bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the Owner.

The owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the owner may request. The owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A conditional qualified bid will not be accepted.

Award will be made to the lowest responsive, responsible bidder.

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.

Addendum #1

SECTION 09 90 00
INTERIOR, EXTERIOR AND HIGH-PERFORMANCE PAINTS AND COATINGS

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- GENERAL
- SECTION INCLUDES
 - Interior paint and coating commercial systems including surface preparation.
- RELATED SECTIONS
 - Section 03 30 00 - Cast-in-Place Concrete.
 - Section 04 20 00 - Unit Masonry: Concrete Masonry Units (CMU) and brick.
 - Section 05 12 16 - Fabricated Fireproofed Steel Columns.
 - Section 05 50 00 - Metal Fabrications.
 - Section 06 20 00 - Finish Carpentry.
 - Section 06 40 00 - Architectural Woodwork.
 - Section 08 11 13.16 - Custom Hollow Metal Doors and Frames.
 - Section 09 21 16.23 - Gypsum Board Shaft Wall Assemblies.
 - Section 23 05 00 - Common Work Results for HVAC.
 - Section 26 05 00 - Common Work Results for Electrical.
- REFERENCES
 - Steel Structures Painting Council (SSPC):
 - SSPC-SP 1 - Solvent Cleaning.
 - SSPC-SP 2 - Hand Tool Cleaning.
 - SSPC-SP 3 - Power Tool Cleaning.
 - SSPC-SP5/NACE No. 1, White Metal Blast Cleaning.
 - SSPC-SP6/NACE No. 3, Commercial Blast Cleaning.
 - SSPC-SP7/NACE No. 4, Brush-Off Blast Cleaning.
 - SSPC-SP10/NACE No. 2, Near-White Blast Cleaning.
 - SSPC-SP11, Power Tool Cleaning to Bare Metal.
 - SSPC-SP12/NACE No. 5, Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating.
 - SSPC-SP 13 / NACE No. 6 Surface Preparation for Concrete.
 - Material Safety Data Sheets / Environmental Data Sheets: Per manufacturer's MSDS/EDS for specific VOCs (calculated per 40 CFR 59.406). VOCs may vary by base and sheen.
 - California Department of Public Health (CDPH):
 - CDPH v1.1-2010 and V1.2-2017

• SUBMITTALS

- Submit under provisions of Section 01 30 00 - Administrative Requirements.
- Product Data: For each paint system indicated, including.
 - Product characteristics.
 - Surface preparation instructions and recommendations.
 - Primer requirements and finish specification.
 - Storage and handling requirements and recommendations.
 - Application methods.
 - Cautions for storage, handling and installation.
- Selection Samples: Submit a complete set of color chips that represent the full range of manufacturer's products, colors and sheens available.
- Verification Samples: For each finish product specified, submit samples that represent actual product, color, and sheen.
- Coating Maintenance Manual: Upon conclusion of project, the Contractor or paint manufacturer/supplier shall furnish a coating maintenance manual, such as Sherwin-Williams, "Custodian Project Color and Product Information" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Material Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.
- Only submit complying products based on project requirements (i.e. LEED). One must also comply with the regulations regarding VOCs (CARB, OTC, SCAQMD, LADCO). To ensure compliance with district regulations and other rules, businesses that perform coating activities should contact the local district in each area where the coating will be used.
- USGBC LEED V4 Submittals:
 - MRc2 Environmental Product Declaration Product Language: Products shall be selected with a preference to products that have product-specific environmental product declaration documentation.
 - EQc2 Low Emitting Materials: The VOC content of all adhesives, sealants, paints and coatings in this Section shall not exceed the VOC limits established in Division 01 Sustainable Design sections.

• QUALITY ASSURANCE

- Installer Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
- Paint exposed surfaces. If a color of finish, or a surface is not specifically mentioned, Architect will select from standard products, colors and sheens available.
- Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels unless indicated.
- Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - Finish surfaces for verification of products, colors and sheens.
 - Finish area designated by Architect.
 - Provide samples that designate primer and finish coats.

- Compatibility and Adhesion: Check after one week of drying and curing by testing in accordance with ASTM D3359; Adhesion by tape test. If coating system is incompatible, additional surface preparation up to and including complete removal may be required.
 - Do not proceed with remaining work until the Architect approves the mock-up.
- DELIVERY, STORAGE, AND HANDLING
 - Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturer's name, label, and the following list of information.
 - Product name, and type (description).
 - Application and use instructions.
 - Surface preparation.
 - VOC content.
 - Environmental handling.
 - Batch date.
 - Color number.
 - Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
 - Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.
 - Handling: Maintain a clean, dry storage area, to prevent contamination or damage to the coatings.
- PROJECT CONDITIONS
 - Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.
- EXTRA MATERIALS
 - Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.
 - Furnish Owner with an additional one percent of each material and color, but not less than 1 gal (3.8 l) or 1 case, as appropriate.
- PRODUCTS
- MANUFACTURERS
 - Acceptable Manufacturer: Sherwin-Williams, which is located at: 101 Prospect Ave.; Cleveland, OH 44115; ASD Toll Free Tel: 800-524-5979; Tel: 216-566-2000; Fax: 440-826-1989; Email: request info specifications@sherwin.com; Web: www.swspecs.com .
 - Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.
- APPLICATIONS/SCOPE
 - Interior Paint and Coating Commercial Systems:
 - Metal: Structural steel, joists, trusses, beams, partitions and similar items.
 - Wood: Walls, ceilings, doors, trim and similar items.

- Drywall: Drywall board, Gypsum board.
- PAINT MATERIALS - GENERAL
 - Paints and Coatings:
 - Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
 - For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color. Or follow manufacturer's product instructions for optimal color conformance.
 - Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
 - Coating Application Accessories: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required, per manufacturer's specifications.
 - Color: Refer to Finish Schedule for paint colors, and as selected.
 - LEED Requirements: LEED V4 and V4.1 EQ Credit: Indoor Environmental Quality-Low Emitting Materials.
- INTERIOR PAINT AND COATING COMMERCIAL SYSTEMS
 - Metal: Structural Steel Columns, Joists, Trusses, Beams, Miscellaneous and Ornamental Iron, Structural Iron, and Ferrous Metal.
 - Dryfall Waterborne Topcoat:
 - Eg-Shel Finish:
 - 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-182 Series.
 - Wood: Walls, ceilings, doors, and trim.
 - Latex Systems:
 - Semi - Gloss Scuff Resistant Waterbase Enamel:
 - 1st Coat: S-W Premium Wall and Wood Primer, B28W8111 (4 mils wet, 1.8 mils dry).
 - 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Semi-Gloss, S26-50 Series:
 - 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Semi-Gloss, S26-50 Series (4 mils wet, 1.2 mils dry per coat).
 - Drywall: Walls, Ceilings, Gypsum Board and similar items.
 - Latex Systems:
 - Semi-Gloss Finish Scuff Resistant Waterbase Enamel:
 - 1st Coat: S-W ProMar200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
 - 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Semi-Gloss, S26-50 Series:
 - 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Semi-Gloss, S26-50 Series (4 mils wet, 1.2 mils dry per coat).

- EXECUTION

- EXAMINATION

- Do not begin installation until substrates have been properly prepared; notify Architect of unsatisfactory conditions before proceeding. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- Proceed with work only after conditions have been corrected and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.
- Previously Painted Surfaces: Verify that existing painted surfaces do not contain lead based paints, notify Architect immediately if lead based paints are encountered.

- SURFACE PREPARATION

- General: Surfaces shall be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
 - Prior to attempting to remove mildew, it is recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions are advised.
 - Remove mildew before painting by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. Apply solution and scrub the mildewed area. Allow solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow surface to dry before painting. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.
 - Remove items including but not limited to thermostats, electrical outlets, switch covers and similar items prior to painting. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
 - No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50 degrees F (10 degrees C), unless products are designed specifically for these conditions. On large expanses of metal siding, the air, surface and material temperatures must be 50 degrees F (10 degrees C) or higher to use low temperature products.
- Aluminum: Remove all oil, grease, dirt, oxide and other foreign material by cleaning per SSPC-SP1, Solvent Cleaning.
- Block (Cinder and Concrete): Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement, and hardeners. Concrete and mortar must be cured at least 30 days at 75 degrees F (24 degrees C). The pH of the surface should be between 6 and 9 unless the products are designed to be used in high pH environments. On tilt-up and poured-in-place concrete, commercial detergents and abrasive blasting may be necessary to prepare the surface. Fill bug holes, air pockets, and other voids with a cement patching compound.
- Concrete, SSPC-SP13 or NACE 6: This standard gives requirements for surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems. The requirements of this standard are applicable to all types of cementitious surfaces including cast-in-place concrete floors and walls, precast slabs, masonry walls, and shotcrete surfaces. An acceptable prepared concrete surface should be free of contaminants, laitance, loosely adhering concrete, and dust, and should provide a sound, uniform substrate suitable for the application of protective coating or lining systems.

- Cement Composition Siding/Panels: Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Pressure clean, if needed, with a minimum of 2100 psi pressure to remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. The pH of the surface should be between 6 and 9 unless the products are designed to be used in high pH environments.
- Copper and Stainless Steel: Remove all oil, grease, dirt, oxide and other foreign material by cleaning per SSPC-SP 2, Hand Tool Cleaning.
- Exterior Composition Board (Hardboard): Some composition boards may exude a waxy material that must be removed with a solvent prior to coating. Whether factory primed or unprimed, exterior composition board siding (hardboard) must be cleaned thoroughly and primed with an alkyd primer.
- Drywall - Exterior: Must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting. Exterior surfaces must be spackled with exterior grade compounds.
- Drywall - Interior: Must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting.
- Galvanized Metal: Clean per SSPC-SP1 using detergent and water or a degreasing cleaner to remove greases and oils. Apply a test area, priming as required. Allow the coating to dry at least one week before testing. If adhesion is poor, Brush Blast per SSPC-SP16 is necessary to remove these treatments.
- Plaster: Must be allowed to dry thoroughly for at least 30 days before painting unless the products are designed to be used in high pH environments. Room must be ventilated while drying; in cold, damp weather, rooms must be heated. Damaged areas must be repaired with an appropriate patching material. Bare plaster must be cured and hard. Textured, soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of water. Repeat until the surface is hard, rinse with clear water and allow to dry.
- Steel: Structural, Plate, And Similar Items: Should be cleaned by one or more of the surface preparations described below. These methods are used throughout the world for describing methods for cleaning structural steel. Visual standards are available through the Society of Protective Coatings. A brief description of these standards together with numbers by which they can be specified follow.
 - Solvent Cleaning, SSPC-SP1: Solvent cleaning is a method for removing all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants. Solvent cleaning does not remove rust or mill scale. Change rags and cleaning solution frequently so that deposits of oil and grease are not spread over additional areas in the cleaning process. Be sure to allow adequate ventilation.
 - Hand Tool Cleaning, SSPC-SP2: Hand Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Before hand tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1.
 - Power Tool Cleaning, SSPC-SP3: Power Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Before power tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1.

- White Metal Blast Cleaning, SSPC-SP5 or NACE 1: A White Metal Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP1 or other agreed upon methods.
- Commercial Blast Cleaning, SSPC-SP6 or NACE 3: A Commercial Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 33 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP1 or other agreed upon methods.
- Brush-Off Blast Cleaning, SSPC-SP7 or NACE 4: A Brush-Off Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose paint. Tightly adherent mill scale, rust, and paint may remain on the surface. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods.
- Power Tool Cleaning to Bare Metal, SSPC-SP11: Metallic surfaces that are prepared according to this specification, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxide corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portions of pits if the original surface is pitted. Prior to power tool surface preparation, remove visible deposits of oil or grease by any of the methods specified in SSPC-SP1, Solvent Cleaning, or other agreed upon methods.
- Near-White Blast Cleaning, SSPC-SP10 or NACE 2: A Near White Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 5 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP1 or other agreed upon methods.
- High- and Ultra-High Pressure Water Jetting for Steel and Other Hard Materials: SSPC-SP12 or NACE 5: This standard provides requirements for the use of high- and ultra-high pressure water jetting to achieve various degrees of surface cleanliness. This standard is limited in scope to the use of water only without the addition of solid particles in the stream.
- Water Blasting, SSPC-SP12/NACE No. 5: Removal of oil grease dirt, loose rust, loose mill scale, and loose paint by water at pressures of 2,000 to 2,500 psi at a flow of 4 to 14 gallons per minute.
- Vinyl Siding, Architectural Plastics, EIFS and Fiberglass: Clean vinyl siding thoroughly by scrubbing with a warm, soapy water solution. Rinse thoroughly. Do not paint vinyl siding with any color darker than the original color unless the paint system features Sherwin-Williams VinylSafe technology. Painting with darker colors that are not Sherwin-Williams VinylSafe may cause siding to warp. Follow all painting guidelines of the vinyl manufacturer when painting. Only paint properly installed vinyl siding. Deviating from the manufacturer's painting guidelines may cause the warranty to be voided.
- Stucco: Must be clean and free of any loose stucco. If recommended procedures for applying stucco are followed, and normal drying conditions prevail, the surface may be painted in 30 days. The pH of the surface should be between 6 and 9 unless the products are designed to be used in high pH environments such as Loxon.

- Wood: Must be clean and dry. Prime and paint as soon as possible. Knots and pitch streaks must be scraped, sanded, and spot primed before a full priming coat is applied. Patch all nail holes and imperfections with a wood filler or putty and sand smooth.
- INSTALLATION
 - Apply all coatings and materials with the manufacturer's specifications in mind. Mix and thin coatings according to manufacturer's recommendations.
 - Do not apply to wet or damp surfaces. Wait at least 30 days before applying to new concrete or masonry. Or follow manufacturer's procedures to apply appropriate coatings prior to 30 days. Test new concrete for moisture content. Wait until wood is fully dry after rain or morning fog or dew.
 - Apply coatings using methods recommended by manufacturer.
 - Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.
 - Apply coatings at spreading rate required to achieve the manufacturers recommended dry film thickness.
 - Regardless of number of coats specified, apply as many coats as necessary for complete hide, and uniform appearance.
 - Inspection: The coated surface must be inspected and approved by the Architect just prior to the application of each coat.
- PROTECTION
 - Protect finished coatings from damage until completion of project.
 - Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

END OF SECTION

BID FORM BID #22-003

In compliance with your advertisement for bids, Bidder hereby proposes to perform all work for the completion of the project known as Memorial Hall Painting Project in strict accordance with the Contract Documents, within the time set therein, and at the prices stated on the attached bid.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Memorial Hall Painting

_____ bids the total cost of the painting the interior of the Memorial Hall, Main room and basement, at \$ _____.

NOTES:

The above price shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work.

The City retains the right to reject all bids.

The Bidder further agrees that this bid will be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for the receiving of bids.

Upon receipt of written notice of the acceptance of this bid, same Bidder shall execute the formal contract attached within the agreed-upon timeline.

ATTEST:

RESPECTIVELY SUBMITTED,

Bidder

By: _____

Title: _____

Address: _____

Seal (If Corporation)

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2022, by and between the City of Lamar, hereinafter called "Owner", and _____ "Contractor", doing business as an individual, (partnership), or (corporation) hereinafter called "Contractor".

1. The Contractor will commence and complete the Memorial Hall Painting Project.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the completion of the project described herein.
3. The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum as shown in the Bid Schedule.
4. The term "Contract Documents" means and includes the following:

Advertisement for Bids

- A. Information for Bidders
- B. Bid Forms
- C. Agreement
- D. Hold Harmless Agreement
- E. Notice of Award
- F. Notice to Proceed
- G. Addendum #1

5. The owner will pay to the Contractor within 30 days of submitted invoice, provided work is approved by City.

OWNER:

City of Lamar, Missouri

By: _____
Russ Worsley
City Administrator

(SEAL)

ATTEST:

Sandra Phipps, Interim City Clerk Pro Tempore

CONTRACTOR:

(SEAL)
ATTEST:

BY: _____

NAME: _____

(Please type)

NAME: _____

(Please type)

ADDRESS: _____

Employer's ID No.: _____

(if applicable)

NOTICE OF AWARD
BID # 22-003

TO:

Project Description: Memorial Hall Painting.

The Owner has considered the Bid submitted by you for the above-described work in response to its advertisement for bids dated the 5th day of May 2022, and Information for Bidders.

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

Failure to execute said Agreement and to furnish said bonds by the timeline agreed upon, the 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 _____ 2022.

City of Lamar
Owner

BY: _____
Russ Worsley - City Administrator

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