



*Request For Bid (RFB)*

**Boone County Purchasing**  
601 E. Walnut, Room 208  
Columbia, MO 65201

**Melinda Bobbitt, Purchasing Director**  
573/886-4391 - FAX 573/886-4390  
Email: mbobbitt@boonecountymo.org

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*Bid Data*

**Bid Number:** 50-03AUG04  
**Commodity Title:** **Exterior Painting - Maintenance Buildings**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

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*Bid Submission Address and Deadline*

**Day / Date:** TUESDAY, AUGUST 3, 2004  
**Time:** 10:30 A.M. (Bids received after this time will be returned unopened)  
**Location / Mail Address:** Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 209  
Columbia, MO 65201  
**Directions:** The Johnson Building is located on the Northeast corner at 6<sup>th</sup> St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.  
**Pre - Bid** A pre-bid meeting will be held at 3:30 p.m. on July 28, 2004, at the Boone County Public Works South Facility, 5551 S. Hwy 63, Columbia, MO.

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*Bid Opening*

**Day / Date:** TUESDAY, AUGUST 3, 2004  
**Time:** 10:30 A.M.  
**Location / Address:** Boone County Johnson Building  
601 E. Walnut, Room 213  
Columbia, MO 65201

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NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for furnishing all labor, materials, and equipment necessary to complete the following work:

**BID NUMBER 50-03AUG04  
EXTERIOR PAINTING – MAINTENANCE BUILDINGS  
BOONE COUNTY PUBLIC WORKS SOUTH MAINTENANCE AND SIGN SHOP BUILDINGS  
5551 S. HIGHWAY 63  
COLUMBIA MO 65201**

Sealed bids will be accepted until 10:30AM CDT, on August 3, 2004 in the Boone County Purchasing Office, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Bids received after the above specified time for opening will be returned to the sender unopened.

Bids will be publicly opened at 10:30AM CDT, on August 3, 2004 in the Boone County Purchasing Office, 601 E. Walnut, Room 213, Columbia, Missouri 65201.

Bid documents are available at the Boone County Purchasing Department, 601 E. Walnut, 2<sup>nd</sup> Floor, Columbia, Missouri.

**A Pre-bid Conference has been scheduled for 3:30PM CDT, Wednesday, July 28, 2004 at the Boone Co. Public Works South Maintenance Facility, 5551 S. Highway 63, Columbia MO 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are urged to attend.**

The County reserves the right to select and award the bid item or items which best suit its needs, whether the price is the lowest or not, and also reserves the right to reject any and all bids or waive informalities or irregularities.

Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this contract. The contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

**BID RESPONSE**

TO: COUNTY OF BOONE, MISSOURI  
SUBJECT: BID NUMBER 50-03AUG04  
EXTERIOR PAINTING – MAINTENANCE BUILDINGS  
BOONE COUNTY PUBLIC WORKS SOUTH MAINTENANCE  
AND SIGN SHOP BUILDINGS  
5551 S. HIGHWAY 63  
COLUMBIA MO 65201

LADIES AND GENTLEMEN:

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and do not include Missouri Sales and Use Tax or any other taxes which might be assessed against or in connection with the work proposed herein.

1. Base Bid in the Amount of \_\_\_\_\_ (\$ \_\_\_\_\_).

**SECTION I – ADDENDA**

A. I hereby acknowledge receipt of the following Addenda:  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**SECTION II – ALTERNATES**

B. Furnish all labor and material to paint three (3) existing fuel dispensing equipment and islands, located approx. 75' south of the southeast corner of the east corner of the Maintenance Building, as per Section 1.01.B. all for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_).

**SECTION III**

I hereby agree to complete the work herein specified within sixty (60) consecutive calendar days commencing on the date of the Contract Award and to allow a deduction of \$100.00 dollars per calendar day from the final payment as liquidated damages for each day that completion is delayed beyond the sixty (60) consecutive calendar days. Time extensions shall be documented by Change Order.

**SECTION IV**

Acknowledgement of Receipt of any and all Addenda, if applicable, shall be included with the

bid documents at the time of the submittal to Boone County for consideration. Bidder hereby acknowledges receipt of addenda, if applicable, by attaching a signed copy of all such addenda.

**SECTION V**

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit and to accept such proposal as it deems to its best interest.

Signature: Firm \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_  
Date \_\_\_\_\_

**STATEMENT OF BIDDERS QUALIFICATIONS**

Each bidder for the work included in the specifications and drawings and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

- 1. Name of bidder: \_\_\_\_\_
- 2. Business address: \_\_\_\_\_  
\_\_\_\_\_
- 3. When organized: \_\_\_\_\_
- 4. When incorporated: \_\_\_\_\_
- 5. If not incorporated, state type of business and provide your federal tax identification number:  
\_\_\_\_\_
- 6. Number of years engaged in contracting business under present firm name:
- 7. If you have done business under different name, please give name and location:
- 8. Percent (%) of work done by own staff:
- 9. Have you ever failed to complete any work awarded to your company? If so, where and why?
- 10. Have you ever defaulted on a contract?
- 11. List of contracts completed within last four years, including value of each:
- 12. List of projects\* currently in progress:

\* Attach additional sheets as necessary \*

**INSTRUCTIONS TO BIDDERS**

The purpose of the attached specifications is to give detailed data on the conditions under which the new overlay will be constructed, scope of Contract, quality of material and equipment required, standards used in determining its acceptability and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein the material and construction offered does not meet these specifications.

Such exceptions as are made shall be listed by page number in the following blanks and shall be explained in detail in a letter accompanying the bid. Failure to outline such exceptions will require the successful Bidder to comply with these specifications.

**Exceptions to Specifications - Pages:**

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**Two copies of the Bidding Package (Bid Response, Bid Bond (if applicable), Statement of Bidders Qualifications and Form of Non-Collusive Affidavit) shall be submitted.** All bids shall be submitted on the bid forms hereto attached. Copies of addenda, if any, shall be signed and attached to the proposal submitted. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and inform themselves of the conditions under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

**Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.**

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood or freezing, to the materials and equipment with which the work of this contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of the Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may, at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria - cost, bidders qualifications and experience, and time required for completion.

On award of the Contract, if the successful Contractor's total bid price exceeds \$25,000.00, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed Contract documents, they may submit to the County a written request for an interpretation thereof three working days prior to the Pre-bid Conference. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids shall be plainly headed with the name of the Bidder and post office address. In case the bid is made by a corporation, the same shall be signed by a legally authorized agent of the corporation. The envelope containing the bids shall be sealed and plainly marked as a bid for this particular Contract.



## **WAGE RATES**

**GENERAL:** This Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

The contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

**RECORDS:** The Contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

**NOTICES:** Throughout the life of this Contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri shall be displayed in at least one conspicuous place on the project under a heading of NOTICE with the heading in letters at least one inch high.

**PENALTY:** Pursuant to Section 290.250 RSMo the Contractor shall forfeit to the County as penalty, ten dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them.

**AFFIDAVIT OF COMPLIANCE:** After completion of the work and before final payment can be made under this Contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Sections 290.210 to 290.340 RSMo.

**WAGE DETERMINATION:** During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of any such change.

The most recent prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim, and is applicable to this Contract.

## **INSURANCE REQUIREMENTS**

**INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

**Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation** Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

**Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage.

**COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

**Owner's Contingent or Protective Liability and Property Damage** - The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

**Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County of Boone – Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

## **CONTRACT CONDITIONS**

**GENERAL:** The following provisions are agreed to by and between the Contractor and the County:

**DEFINITIONS:** "Party of the First Part" or "County" shall mean the County of Boone, Missouri, acting through its authorized County officials, or appointed representatives.

"Contractor" or "Party of the Second Part" shall mean the party having entered into contract to perform the work herein specified.

"Department" shall mean the Boone Co. Public Works Department.

"Director" shall mean the Director of Boone Co. Public Works or his/her designated representative.

"Owner's Representative" shall mean the Director or the authorized representative of the Department for whom the work is to be performed.

"Work" of the Contractor includes labor or material, or both.

"As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement or permission of the Architect is intended.

"Or equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacturer's names where used in these specifications are intended to fix the standards of workmanship and materials. Any article or material equaling the standards fixed may be used in place of that mentioned by the specifications provided that the material or article proposed is submitted to and approved by the Architect. No substitution shall be made unless this definite approval has been obtained in advance.

**PAYMENTS:** The successful Contractor will be allowed payment in accordance with the following schedule:

Invoice must include bid number, service dates, description of project location, type of material used, total quantity used, unit price and total cost extension per roadway. Invoices submitted which include charges for other County Contracts or Projects will not be accepted. Not later than forty-five (45) days after receipt of invoice from the Contractor, the County will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the County will retain ten percent (10%) of the amount of each such estimate. Not later than forty-five days after final tests and acceptance, the County will make final payment of the retained ten percent. If, for any reason, the County should delay testing and acceptance, then final payment shall be due and payable 60 days after completion of all items of the contract unless such tests and acceptance are delayed or withheld due to defective equipment or improper operation of the equipment supplied by the Contractor.

The Contractor shall, by affidavit, submit to the Architect a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied and that the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities on the part of the County relating to or connected with the Contract.

The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.

Assignments: no money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

The Contractor shall pay for all materials, supplies, services and equipment as follows:

1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered.
2. For all materials, tools, and other expendable equipment to the extent of 90% of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used.

**EXTRA AND/OR ADDITIONAL WORK AND CHANGES:** If any extra and/or additional work is to be performed or any change in the specifications is deemed necessary, the County may issue to the Contractor written instructions directing that such extra and/or additional work be performed. Compensation to the Contractor will be calculated as an addition to or deduction from the total Contract price, based upon such written terms as may be established by the Public Works Director and/or his designated representative on the basis of the contracted prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.

**COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this contract, or for liquidated damages. The County is by this contract appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.

**PATENTS:** The Contractor shall protect the County against all suits for patent infringement on materials, equipment, and methods used.

**DISCHARGE OF EMPLOYEES:** Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.

**ASSIGNMENT OF CONTRACT:** No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials."

**SUBCONTRACTING:** No part of the work covered by this Contract shall be sublet by the Contractor.

**ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied.

**LEGAL REQUIREMENTS:** The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

The contractor shall also be responsible for acquisition of all relevant and required permits from the Missouri Department of Natural Resources to perform any of the work required in the contract.

**EQUAL OPPORTUNITY:** The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

**DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods.

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

#### **SALES/USE TAX EXEMPTION**

**SALES TAX EXEMPTION PROCEDURE:** County will provide the contractor, when requested to do so, with a completed Missouri Project Exemption Certificate and Missouri Tax Exemption letter for Boone County, Missouri and the contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the contractor to insure that no sales or use taxes are included in the invoices and that the county pays no sales/use taxes from which it is exempt. The contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RS MO not otherwise herein specified. The contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

## **GENERAL REQUIREMENTS**

**MATERIAL AND WORKMANSHIP:** All materials provided by Contractor shall be new material of high quality, which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.

**SPECIFICATIONS:** The Contractor shall keep at the jobsite a copy of the specifications and shall at all times give the County and the Architect access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the drawings and the specifications, the matter shall be promptly submitted to the Architect, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Architect shall furnish from time to time such detail drawings and other information as may be considered necessary, unless otherwise provided.

**PROTECTION OF WORK:** The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc., shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions, which might prevent unusual hazard.

**REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION:** The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the Architect, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the Architect, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

**INTERFERENCE:** All work scheduled by the Contractor shall be planned with the consent of the Owner's Representative and shall not in any way interfere with any everyday use and function of the building. The Owner reserves the right to temporarily suspend work by the Contractor should Court Services require such temporary suspension, such as Trials, Juror Deliberation, noise or odors generated by the Contractor.

**METHOD OF PAYMENT:** The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

**BID BOND:** If Bidder's total bid price exceeds \$25,000.00, the bid response shall be accompanied by a proposal guaranty equaling 5% of the total amount of the bid. The bond shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the bidder that if his bid be accepted, he will within ten (10) days after receipt of notice of such acceptance, enter into a contract and furnish a Performance Bond/Labor and Material Payment Bond to do the work advertised; and, in case of default, forfeit such bid bond.

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_

\_\_\_\_\_

as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_

a Corporation, organized under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated \_\_\_\_\_ entered into a Contract with Owner for:

**BID NUMBER 50-03AUG04  
EXTERIOR PAINTING – MAINTENANCE BUILDINGS  
Boone County Public Works South Maintenance And Sign Shop Buildings  
5551 S. HIGHWAY 63  
COLUMBIA MO 65201**

in accordance with drawings and specifications prepared by the County of Boone Public Works Department, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully pay all prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules and rates specified by regulation there under, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations there under, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

	(Contractor)	_____
(SEAL)		BY: _____
	(Surety Company)	_____
(SEAL)		BY: _____
	(Attorney-in-Fact)	
	(Missouri Representative)	BY: _____

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).



**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_,  
as Principal, hereinafter called Contractor, and \_\_\_\_\_,  
a corporation organized under the laws of the State of \_\_\_\_\_,

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

\_\_\_\_\_ DOLLARS

(\$\_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Owner for

**BID NUMBER 50-03AUG04  
EXTERIOR PAINTING – MAINTENANCE BUILDINGS  
Boone County Public Works South Maintenance And Sign Shop Buildings  
5551 S. HIGHWAY 63  
COLUMBIA MO 65201**

in accordance with drawings and specifications prepared by the County of Boone which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:
  - 1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such

notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these presents to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

\_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

CONTRACTOR : \_\_\_\_\_ (Seal)

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

SURETY COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_ (Attorney-in-Fact) (Seal)

BY: \_\_\_\_\_ (Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond).

## SECTION 1.01 SCOPE AND SUMMARY OF WORK

It is the intention of Boone County Commission, hereinafter referred to as the Owner, to publicly advertise, receive bids and let the following construction contract; Exterior Painting for Boone Co. Public Works South Maintenance and Sign Shop Buildings, 5551 S. Highway 63, Columbia, MO 65201.

Construction contracts will cover all work shown, contemplated and specified in the Project Manual in order to complete this project to include:

A. Base Bid: Paint existing Maintenance Building, 100'widthx200'lengthx18'height, and Sign Shop, 25'widthx50'lengthx16'height. Contractors shall field verify existing building dimensions.

1. Scope of work:

- a. Pressure wash, prep, prime and paint existing metal siding and fascias on all four exterior walls.
- b. Pressure wash, prep, prime and paint exterior and interior sides of all H.M. door and frames except those listed in A.1.c.
- c. Pressure wash, prep, prime and paint exterior side only of the following H.M. door and frames:
  - 1) Maintenance Building-south H.M. door from New Conference Room.
  - 2) Maintenance Building-south H.M. door from Office Area.
  - 3) Maintenance Building-south H.M. door from Lunch/Break/Training Room.
- d. Pressure wash, prep, prime and paint exterior and interior of overhead door frames.
- e. Pressure wash, prep, prime and paint window frames.
- f. Pressure wash, prep, prime and paint gutters and downspouts.
- g. Pressure wash, prep, prime and paint all surface mounted conduit, gas piping and insulated refrigerant lines.
- h. Pressure wash, prep, prime and paint wood panels adjacent to south Maintenance Building window.
- i. Pressure wash, prep, prime and paint the underside of the east entrance canopy metal ceiling.
- j. Pressure wash, prep, prime and paint the fascias and underside of soffit on the Maintenance Building east elevation and north elevation, NE corner.
- k. Remove existing rust, pressure wash, prep, prime and paint the existing lintel over the east front entrance door.
- l. Prep Work:
  - 1) Remove and re-install existing bird mesh on the north overhang near the NE corner.
- m. Colors: All items shall be painted Sherwin Williams #SW-7025 Backdrop color except H.M. doors and frames shall be painted Sherwin Williams #SW-7048 Urbane Bronze color.

2. Mask and protect the following items NOT to be painted:

- a. Exhaust fans.

- b. Light fixtures.
  - c. Security cameras.
  - d. Louvers.
  - e. Speakers.
  - f. Tank overflow acknowledge button.
  - g. Plaster wall bands and windows on the Maintenance Building east elevation.
  - h. Brick on the Maintenance Building east elevation.
  - i. Ceramic tile on the Maintenance Building east elevation.
  - j. Translucent wall panels on the Sign Shop Building.
  - k. Clear anodized aluminum east entrance door.
  - l. East entrance canopy columns and fascias.
3. Work done by County and Not Included In Contract:
- a. Removal and re-installation of all wall mounted building signs.
  - b. Repair of Bullet holes in wall panels.
4. Work hours.
- a. Monday through Friday:
    - 1) Pressure washing and prepping of the Maintenance Building, Sign Shop and fuel islands.
    - 2) Painting of all items by brushwork.
    - 3) Masking and prepping.
  - b. Friday after 5:00PM, Saturday and Sunday:
    - 1) Priming and painting of all items by power spraying equipment.
- B. Scope of Work for Alternate No. 1 - paint three exterior fuel dispensing islands:
- 1. Pressure wash, prep, prime and paint steel curbs yellow color.
  - 2. Pressure wash, prep, prime and paint fuel card reader on each island (white color).
  - 3. Pressure wash, prep, prime and paint air hose housing on each island (white color).
  - 4. Pressure wash, prep, prime and paint light fixture pole on each island (white color).
  - 5. Pressure wash, prep, prime and paint two fuel tank vent lines on the center island (white color).
  - 6. (Note: the existing fuel dispensing pumps shall not be painted).

## SECTION 1.02 INVITATION FOR BIDS BY GENERAL CONTRACTORS

The Boone County Commission will receive sealed bids for the construction of all work incidental to EXTERIOR PAINTING for Boone Co. Public Works South Maintenance and Sign Shop Buildings, 5551 S. Highway 63, Columbia MO 65201 as described in the specifications. This project will be constructed under a single prime contract with the Owner and all bids will be received on a lump sum basis. Each proposal shall include all labor, material and services necessary to complete the project in strict accordance with the construction documents and project manual.

General prime contract consists of, but is not limited to, site work and all items as described in the bidding documents.

Copies of the bid documents may be obtained from the Purchasing Office, Boone County Johnson Building, 601 E. Walnut, Room 209, Columbia MO 65201.

Bid Guaranty or Bid Bond (Applicable if Bidder's total bid price exceeds \$25,000.00):

1. The bid must be accompanied by a bid guaranty which shall not be less than five percent (5%) of the amount of the bid, and at the option of the bidder, may be a certified check, bank draft, U.S. Government Bonds (at par value), or a bid bond secured by a guaranty company or a surety company in the form attached. No bid will be considered unless it is so guaranteed. Certified check or bank draft must be made payable to Boone County. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the Contract and the furnishing of insurance certificates performance and payment bond or bonds by the successful bidder, all as required by the specifications
2. Revised bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original bid, must have the bid, guaranty adjusted accordingly; otherwise the revision of the bid will not be considered and the original bid shall remain in force.
3. In case bid guaranty is in the form of a certified check, bank draft, or U.S. Government Bonds, the Owner may make such disposition of the same as will accomplish the purpose for which submitted. Certified checks or bank drafts, or the amount thereof, and U.S. Government Bonds of successful bidders, will be returned as soon as practicable after the opening of bids.

If successful bidder's total bid price exceeds \$25,000.00, the successful bidder will be required to furnish and pay for 100% Performance Bond and Labor and Payment bond.

The successful bidder will be required to furnish and pay for 100% Performance Bond and Labor and Payment bond.

The Owner reserves the right to reject any or all bids or to waive any informalities in the bidding process. The Owner is not obligated to accept the lowest or any other bid. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the Owner.

The wage rates applicable to this project have been pre-determined as required by law and are set forth in the bid proposal. When federal wage rates are applicable and included, this contract is subject to the "Work Hours Act of 1962", (P.L. 87-581: 76 Stat. 357) and implementing regulations.

The Owner hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The bidder will insure that Disadvantaged Business enterprises will have the opportunity to participate in the performance of this contract and/or any subcontracts.

### SECTION 1.03 SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- A. **BID FORMS:** Attention is directed to the fact that these specifications include a complete set of bidding and contract forms. These are for the convenience of bidders and are NOT TO BE DETACHED FROM THE SPECIFICATIONS, FILLED OUT, OR EXECUTED. One copy of the Bidding Package (Bid Response, Bid Bond if applicable, and Statement of Bidders Qualification) are furnished. Contractor shall submit two copies of the Bidding Package for the bid. One copy shall be retained by the bidder for his records. Both submitted copies shall be signed.
- B. **PROPOSALS**
1. ALL BIDS must be submitted on forms furnished to the Bidder and shall be subject to all requirements of these bound specifications, including all drawings, and this Supplemental Instructions to Bidders, etc.
  2. THE CONTRACTS will be based upon the completion of the work according to these bound specifications and the drawings, together with all Addenda thereto, under the lowest proposal submitted by a responsible bidder, irrespective of the options permitted by the Contract which the bidder chooses to use. The Owner has determined, by its inclusion of the options, that any of the requested options are equally acceptable. The bidders, therefore, are requested to submit only lowest proposal for the work to be performed.
- C. **PERFORMANCE AND PAYMENT BONDS, EXECUTION OF CONTRACT**
1. SUBSEQUENT TO THE AWARD, and within ten (10) days after the prescribed forms are presented for signature, the successful bidder(s), shall execute and deliver to the Owner, a contract in the form included in the specifications in such number of counterparts as the Owner may require. Separate contract forms, in lieu of those found in the specifications, shall be used for this purpose.
  2. HAVING SATISFIED all conditions of award as set forth elsewhere in these documents, and if the successful bidder's total bid price exceeds \$25,000.00, the successful bidder(s), General Contractor(s), [and at General Contractor's option, major subcontractor(s) with contract amounts of ten thousand dollars (\$10,000) or greater], shall within the period specified in 1.03-C.1. above, furnish a Performance Bond and a Labor and Material Payment Bond, each in a principal sum of at least one hundred percent (100%) of the amount of the contract as awarded, as security for the faithful performance of the contract, and for the payment of all persons, firms or corporations to who the contractor(s) may become legally indebted for labor, materials, tools, equipment or services, of any nature, employed or used by him in performing the work. Such bonds shall be in the form of bonds included in the specifications and shall bear the same date as, or a date subsequent to, the date of the contract.
  3. ON EACH SUCH BOND, the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond.
  4. THE FAILURE of any successful bidder(s) to execute such contract and to supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as allowed by the Owner, shall constitute a default and the Owner may either award the contract to the next responsible bidder or re-advertise for bids and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds that amount of the bid guaranty.

D. DIRECTIONS FOR PREPARATION AND EXECUTION OF BID, PERFORMANCE AND PAYMENT BONDS  
**(Applicable if bidder's total bid price exceeds \$25,000.00)**

1. THE SURETY on the bond for any bid or for the performance of the Contract may be any corporation authorized and qualified to act as surety in the State where project is located, or two (2) responsible individual sureties. Each individual surety shall justify in sum not less than the penalty of the bond.
  2. THE NAME, including full legal name, and residence of each individual party to the bond shall be inserted in the body thereof, each party shall sign the bond with his usual signature on the line opposite the seal.
  3. IF THE PRINCIPALS are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
  4. THE SIGNATURE of a witness shall appear in the appropriate place attesting the signature of each individual party to the bond.
  5. IF THE PRINCIPAL of surety is a corporation, the name of the state in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
  6. THE OFFICIAL character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached thereto. In lieu of such certificate, there may be attached to the bond, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
  7. EACH INDIVIDUAL SURETY shall justify, under oath, according to the form appearing on the bond, before an officer having authority to administer oaths generally. If the officer has an official seal it shall be affixed, otherwise the proper certificate shall be furnished, as to his official character.
  8. THE CERTIFICATE OF SUFFICIENCY shall be signed by an officer of a bank or trust company, or by a judge or clerk of a court of record, or any other officer of the United States or the State where project is located acceptable to the Owner.
  9. THE DATE of the bond must not be prior to the date of the instrument for which it is given.
- E. AWARD OR REJECTION OF BID: The Owner reserves the right to reject any or all bids and to waive any irregularity therein.
- F. PREVAILING WAGES AND RATES: Prevailing Wage Rates **are** required for this project.
- G. REQUESTS FOR MATERIAL SUBSTITUTIONS on an approved equal basis shall be received by the Owner's Representative only during the Bidding Phase. Each request must be received in writing with catalog cuts and technical information, evaluated by the Owner's Representative, and approved or rejected on addenda. No request for material substitution will be reviewed thereafter.

## SECTION 09901 GENERAL PAINTING REQUIREMENTS

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Includes But Not Limited To
  - 1. General procedures and requirements for field-applied painting.
- B. Related Sections
  - 1. Section [09912](#) - Exterior Painting.

#### 1.2 REFERENCES

- A. [Master Painters Institute](#)
  - 1. MPI(a), latest edition, Architectural Painting Specification Manual.
  - 2. MPI(r), latest edition, Maintenance Repainting Manual.

#### 1.3 DEFINITIONS

- A. Gloss Levels
  - 1. Specified paint gloss level shall be defined as sheen rating of applied paint, in accordance with following terms and values, unless specified otherwise for a specific paint system.
    - a. Semi-gloss - 35 to 65 units at 60 degrees.
- B. Properly Painted Surface - Surface that is uniform in appearance, color, and sheen and free of foreign material, lumps, skins, runs, sags, holidays, misses, strike-through, and insufficient coverage. Surface free of drips, spatters, spills, and over-spray caused by Paint Applicator. Compliance will be determined when viewed without magnification at a distance of 5 feet minimum under normal lighting conditions and from normal viewing position (MPI(a), PDCA P1.92).
- C. Damage Caused By Others - Damage caused by individuals other than those under direct control of Painting Applicator (MPI(a), PDCA P1.92).
- D. Latent Damage - Damage or conditions beyond control of Painting Applicator caused by conditions not apparent at time of initial painting or coating work.

#### 1.4 SUBMITTALS

- A. Submittals
  - 1. Submit two sets of color chips of paint colors and manufacturers proposed to match specified colors and manufacturers.
- B. [Product Data](#)
  - 1. Include following information for each painting system, arranged in same order as in Project Manual.
    - a. Manufacturer's cut sheets for each component of system indicating ingredients and percentages by weight and by volume, environmental restrictions for application film thickness and spread rates.
    - b. Copies of appropriate entries from MPI Approved Product List. Listing in MPI Approved Product List is mandatory for Section 09912.
    - c. Manufacturer's substrate preparation instructions and application instruction for each painting system used on Project.
    - d. Confirmation of colors selected and that each area to be painted or coated has color selected for it.
  - 2. Provide two copies of Product Data submission, one copy to be kept on Project site and second copy to be included in Operations And Maintenance Manual.
- C. [Samples](#) - Provide two 4 inch by 6 inch minimum draw-down cards for each paint or coating color selected for this Project.



## 1.5 QUALITY ASSURANCE

- A. Regulatory Requirements - Paint and painting materials shall be free of lead and mercury, and have VOC levels acceptable to local jurisdiction.
- B. Field Samples
  - 1. Before application of any paint system meet on Project site with Owner's representative and Manufacturer's representative. Owner's representative shall select one surface for application of paint system specified. This process will include establishing acceptable substrate conditions required for Project before application of paints and coatings.
  - 2. Apply paint systems to surfaces indicated by Owner's representative following procedures outlined in Contract Documents and Product Data submission specified above.
  - 3. After approval of samples, proceed with application of paint system throughout Project. Approved samples will serve as standard of acceptability.

## 1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver specified products in sealed, original containers with Manufacturer's original labels intact on each container. Deliver amount of materials necessary to meet Project requirements in single shipment. Notify Owner's representative minimum two weeks before delivery of paint.
- B. Store materials in single place.
- C. Keep storage area clean and rectify any damage to area at completion of work of this Section. Maintain storage area at 55 deg F minimum.

## 1.7 PROJECT CONDITIONS

- A. Project Environmental Conditions
  - 1. Perform painting operations at temperature and humidity conditions recommended by Manufacturer for each operation and for each product.
  - 2. Apply painting systems at lighting level of 540 Lux (50 foot candles) minimum on surfaces to be painted. Inspection of painting work shall take place under same lighting conditions as application. If painting and coating work is applied under temporary lighting, deficiencies discovered upon installation of permanent lighting will be considered latent damage as defined in MPI Manual, PDCA P1-92

## 1.8 SCHEDULING

- A. Schedule painting work with Owner's representative minimum of two weeks in advance.
- B. Work Hours:
  - 1. Prep work including power washing shall be done Monday thru Fridays, 7:00am to 5:00pm.
  - 2. All priming and painting done by spray painting equipment shall be done Saturday and Sunday, dawn to dusk.
  - 3. All priming and painting done by brushwork, i.e., doors, door frames, windows, etc. may be done Monday thru Fridays, 7:00am to 5:00pm as long as signage and protective barriers are erected.

## 1.9 MAINTENANCE

- A. Extra Materials - Provide painting materials in Manufacturer's original containers and with original labels. Label each can with color name, mixture instructions, date and anticipated shelf life.
- B. Provide five (5) extra one gallon cans of unused paint with Owner for extra stock.
- C. Leave all used and unused buckets and/or cans of paint with Owner for extra stock.

## **PART 2 PRODUCTS**

### **2.1 MATERIALS**

- A. Materials used for any painting system shall be from single manufacturer unless approved otherwise in writing by painting system manufacturer. Include such approvals in Product Data submittal.
- B. Linseed oil, shellac, turpentine, and other painting materials shall be pure, be compatible with other coating materials, bear identifying labels on containers, and be of highest quality of an approved manufacturer listed in MPI manuals. Tinting color shall be best grade of type recommended by Manufacturer of paint or stain used on Project.

## **PART 3 EXECUTION**

### **3.1 APPROVED APPLICATORS**

- A. Applicator shall have experience in application of specified products for five years minimum and be acceptable to Manufacturer.

### **3.2 EXAMINATION**

- A. Instructions to applicator to begin painting and coating work will indicate that substrates to receive painting and coating materials have been previously inspected as part of work of other Sections and are complete and ready for application of painting and coating systems as specified in those Sections.
- B. Before beginning work of this Section, examine and test surfaces to be painted or coated for adhesion of painting and coating systems. Report in writing to Owner's representative of conditions that will adversely affect adhesion of painting and coating work.
- C. Report defects in substrates that become apparent after application of primer or first finish coat to Owner's representative in writing and do not proceed with further work on defective substrate until such defects are corrected.

### **3.3 PREPARATION**

- A. Protection
  - 1. Remove rags and waste used in painting operations from building each night. Take every precaution to avoid danger of fire.
  - 2. Protect other finish work and adjacent materials during painting. Do not splatter, drip, or paint surfaces not intended to be painted. These items will not be spelled out in detail but pay special attention to the following -
    - a. Do not paint brick, ceramic tile, existing signs, existing translucent panels (Sign Shop), finished copper, bronze, chromium plate, nickel, stainless steel, or anodized aluminum except as explicitly specified.
- B. Surface Preparation
  - 1. Prepare surfaces in accordance with MPI requirements and requirements of Manufacturer for each painting system specified, unless instructed differently in Contract Documents. Bring conflicts to attention of Owner's representative in writing.
  - 2. Surfaces to be painted shall be clean and free of loose dirt. Clean and dust surfaces before painting or finishing.
  - 3. Do no exterior painting while surface is damp, nor during rainy or frosty weather. Interior surfaces shall be dry before painting. Moisture content of materials to be painted shall be within tolerances acceptable to Paint Manufacturer.

### **3.4 APPLICATION**

- A. Paint or finish complete all surfaces to be painted or coated as described in Section 1.01 Scope of Work.
- B. Spread materials smoothly and evenly. Apply coats to not less than wet and dry film thickness and at spreading rates for specified products as recommended by Manufacturer.

- C. Touch up spots after application of first finish coat.
- D. Paint shall be thoroughly dry and surfaces clean before applying succeeding coats.
- E. Make edges of paint adjoining other materials or colors clean, sharp, and without overlapping.
- F. Finished work shall be a properly painted surface as defined in this Section.

#### 3.4 ADJUSTMENT

- A. Correct deficiencies in workmanship required to leave surfaces in conformance with Properly Painted Surface as defined in this Section. Correction of Latent Damage and Damage Caused By Others, as defined in this Section, is not included in work of this Section.

#### 3.5 CLEANING

- A. As work proceeds and upon completion of work of any painting Section, remove paint spots from paving, walls, glass, equipment or other surfaces and leave work clean, orderly, and in acceptable condition. Remove debris from premises.

END OF SECTION

## SECTION 09912 EXTERIOR PAINTED METAL

### PART 1 GENERAL

**Note: The successful Contractor shall paint the front soffit, front window frames, ceiling of front canopy and soffit on north side in white. The Public Works Department will select the color for the building(s) from color selections provided by the successful Contractor.**

#### 1.1 SUMMARY

- A. Includes But Not Limited To:
  - 1. Preparing and painting following existing exterior surfaces of the Maintenance Building and Sign Shop Building as per Section 1.01 Scope of Work
- B. Related Sections
  - 1. Section 09901 - General Painting Requirements.

#### 1.2 SYSTEM DESCRIPTION

- A. Design Criteria - Systems specified are in addition to prime coats provided under other Sections of Project Manual.
- B. Use MPI(a) EXT 5.1M Waterborne Light Industrial Coating system for new work and MPI(r) REX 5.1K Waterborne Light Industrial Coating for previously painted work.
  - 1. Use MPI Premium Grade finish requirements for work of this Section.

#### 1.3 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each paint and coating product should include:
  - 1. Product characteristics.
  - 2. Surface preparation instructions and recommendations.
  - 3. Primer requirements and finish specification.
  - 4. Storage and handling requirements and recommendations.
  - 5. Application methods.
  - 6. Cautions.
- B. Selection Samples: Submit a complete set of color chips that represent the full range of manufacture's color samples available.
- C. Verification Samples: For each finish product specified, submit samples that represents actual product, color, and sheen.

#### 1.4 MOCK-UP

- 2. Include a mock-up if the project size and/or quality warrant taking such a precaution. The following is one example of how a mock-up on a large project might be specified. When deciding on the extent of the mock-up, consider all the major different types of painting on the project.
  - 1. Finish surfaces for verification of products, colors, & sheens.
  - 3. Finish area designated by Owner's Representative.
  - 4. Provide samples that designate prime & finish coats.
  - 5. Do not proceed with remaining work until the Owner's Representative approves the mock-up samples.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufactures name, label, and the following list of information:
  - 1. Product name, type (description).
  - 2. Application & use instructions.
  - 3. Surface preparation.
  - 4. VOC content.
  - 5. Environmental issues.
  - 6. Batch date.
  - 7. Color number.

- B. 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 manufacturers instructions. Protect from freezing.
- C. Handling: Maintain a clean, dry storage area, to prevent contamination or damage to the coatings.

#### 1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not apply coatings under environmental conditions outside manufacturer's absolute limits.

### PART 2 PRODUCTS

#### 2.1 MATERIALS

- A. Gloss / Sheen Level Required: Semi-Gloss
- B. Manufacturer shall be the Sherwin-Williams Company, 101 Prospect Avenue NW, Cleveland, OH 44115, Tel: (800) 321-8194, Fax: (216) 566-1392, [www.sherwin-williams.com](http://www.sherwin-williams.com) or pre-bid equal as approved by Owner's Representative.
- C. Latex Paint System:
  - 1. [Semi-Gloss Finish](#).
    - a. 1st Coat: S-W Metalatex Semi-Gloss Coating, B42 Series (125 g/L).
    - b. 2nd Coat: S-W Metalatex Semi-Gloss Coating, B42 Series (125 g/L) (3-5 mils dry per coat)

#### 2.3 MATERIALS - GENERAL REQUIREMENTS

- A. Paints and Coatings - General:
  - 1. 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.
  - 2. 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.
- B. Primers:
  - 1. Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.

#### 2.4 ACCESSORIES:

- A. Coating Application Accessories:
  - 1. Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required per manufactures specifications.

### PART 3 EXECUTION

#### 1.1 APPLICATION

- A. General - See appropriate paragraphs of Section 09901.
- B. Proper product selection, surface preparation, and application affect coating performance. Coating integrity and service life will be reduced because of improperly prepared surfaces. Selection and implementation of proper surface preparation ensures coating adhesion to the substrate and prolongs the service life of the coating system.
- C. Selection of the proper method of surface preparation depends on the substrate, the environment, and the expected service life of the coating system. Economics, surface contamination, and the effect on the substrate will also influence the selection of surface preparation methods.

- D. The surface must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
- E. Remove mildew before painting by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry 48 hours 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.
- F. No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50 °F.
- G. Existing Painted Surfaces
  - 1. Remove deteriorated and chalked existing paint and rust down to sound substrate by scraping or power tools.
  - 2. Clean existing sound painted surfaces as well as scraped and sanded existing painted surfaces as recommended by Paint Manufacturer. If all traces of rust cannot be removed, apply rust blocker recommended by Paint Manufacturer before applying primer coat.
  - 3. Power wash and clean all surfaces as recommended by Paint Manufacturer.
  - 4. Mask and tape windows, doors, signage, etc. with polyfilm prior to application of primer and finish coats.
  - 5. Spot prime bare metal surfaces followed by a prime coat over entire surface to be painted.
  - 6. Apply two (2) specified finish coats.
- H. Methods
  - 1. 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.

## 2.1 INSTALLATION

- A. Apply all coatings and materials with manufacture specifications in mind. Mix and thin coatings according to manufacture recommendation.
- B. Do not apply to wet or damp surfaces.
  - 1. Follow manufactures procedures to apply appropriate coatings prior to 30 days.
- C. Apply coatings using methods recommended by manufacturer.
- D. Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.
- E. Apply coatings at spreading rate required to achieve the manufacturers recommended dry film thickness.
- F. Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.
- G. Inspection: The coated surface must be inspected and approved by the Owner's Representative or engineer just prior to each coat.

## 3.4 PROTECTION

- A. Protect finished coatings from damage until completion of project.
- B. Touch-up damaged coatings after substantial completion, following manufactures recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

END OF SECTION