

## INVITATION TO BID

Roofing Repair on 17 City Owned Buildings

Bid Form and Specifications information can be obtained from the City of Troy Missouri web site.

[Cityoftroymissouri.com](http://Cityoftroymissouri.com)

All forms must be returned to the City of Troy City Hall by 1:30 p.m. on Wednesday, November 15, 2023, for and opening of the bids.



Building Department  
 800 Cap-au-Gris  
 Troy, Missouri 63379  
 636-528-1254

P.O. No.:  
 Date: 10-31-2023  
 Due Date: November 15<sup>th</sup> at 1:30 P.M.

PLEASE DIRECT INQUIRIES REGARDING THIS QUOTE TO:

David W. Lindsey  
 Building Official

**\*\*\*ALL LINES BELOW MUST BE COMPLETED FOR AWARD CONSIDERATION\*\*\***

Vender's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

**\*\*\* BIDS DUE ----November 15<sup>th</sup> @ 1:30 P.M. – 800 CAP-AU-GRIS, TROY,MO 63379\*\*\***

**\*\*\* BID REQUEST ONLY\*\*\* \*\*\*THIS IS NOT AN ORDER\*\*\***

ITEM	DESCRIPTION	TIME TO COMPLETE	PRICE
	<b><u>NOTICE OF BID</u></b>		
	The City of Troy is accepting Bids for Roofing repair on 17 City owned Buildings.		
	<b>1. <u>800 Cap-Au-Gris St. City Hall Building</u></b>		
	A. Remove all Shingles and Felt.		
	B. Install new 25-year architectural Shingles and Felt		
	C. Remove and Replace All hip/ridge cap.		
	D. Remove and Replace All Drip Edge		
	E. Remove and Replace All Roof vent – Turtle type – metal.		
	F. Remove and Replace All Rain Cap – 8 inch.		
	G. Remove and Replace All Flashing – pipe jack.		
	H. Remove and Replace All Flashing 14" wide. Flashing surrounding rolled roof section.		
	I. Remove and Replace All Fascia – metal- 8" window fascia on front elevation.		
	J. Remove and Replace All Fascia – 8"		
	K. Remove and Replace All Gutter / Downspout – Aluminum up to 5"		
	L. Remove and dispose of all debris from work site.		
		Total Cost	_____
	<b>2. <u>780 Cap-Au-Gris St. – Pool Building</u></b>		
	A. Remove all Shingles and Felt.		
	B. Install new 25-year architectural Shingles and Felt		
	C. Remove and Replace All hip/ridge cap.		
	D. Remove and Replace All Drip Edge		
	E. Remove and Replace All Roof vent – Turtle type – metal.		
	F. Remove and Replace All Gutter and Downspout- aluminum up to 5".		
	G. Remove and Dispose of all debris from work site.		
		Total Cost	_____

<p><b>3. <u>765 Monroe St – City Park Maintenance Shed</u></b></p> <p>A. Remove all Shingles and Felt.  B. Install new 25-year architectural Shingles and Felt  C. Remove and Replace All hip/ridge cap.  D. Remove and Replace All Drip Edge  E. Remove and Replace All Roof vent – Turtle type – metal.  F. Remove and Replace All Gutter and Downspout- aluminum up to 5".  G. Remove and Dispose of all debris from work site.</p>	<p>Total Cost</p>	<p>_____</p>	
<p><b>4. <u>765 Monroe St.- SM Maintenance Shed</u></b></p> <p>A. Remove and Replace All Gutter and Downspout aluminum up to 5."  B. Remove and Dispose of all debris from work site.</p>	<p>Total Cost</p>	<p>_____</p>	
<p><b>5. <u>805 CAP-Au-Gris St. – Avery Park Bathroom</u></b></p> <p>A. Remove all Shingles and felt.  B. Install new 25-year architectural Shingles and felt.  C. Remove and Replace all Drip Edge  D. Remove and Replace all flashing – pipe jack  E. Remove and dispose of all debris from site.</p>	<p>Total Cost</p>	<p>_____</p>	
<p><b>6. <u>805 Cap-Au-Gris St. Avery Park Pavilion</u></b></p> <p>A. Remove all Shingles and felt.  B. Install new 25-year architectural Shingles and felt.  C. Remove and Replace all Drip Edge.  D. Remove and dispose of all debris from site.</p>	<p>Total Cost</p>	<p>_____</p>	
<p><b>7. <u>399 Monroe St. – Old Bathroom</u></b></p> <p>A. Remove all Shingles and felt.  B. Install new 25-year architectural Shingles and felt.  C. Remove and dispose of all debris from site.</p>	<p>Total Cost</p>	<p>_____</p>	
<p><b>8. <u>399 Monroe St. – Fairgrounds Bathroom</u></b></p> <p>A. Remove all Shingles and felt.  B. Install new 25-year architectural Shingles and felt.  C. Remove and Replace Continuous ridge vent aluminum.  D. Remove and Replace Hip / Ridge Cap Shingles.  E. Remove and Replace Drip Edge.  F. Remove and dispose of all debris from site.</p>	<p>Total Cost</p>	<p>_____</p>	
<p><b>9. <u>1303 Boone St. – Weinard Park Bath</u></b></p> <p>A. Remove all Shingles and felt.  B. Install new 25-year architectural Shingles and felt.  C. Remove and Replace Hip/Ridge cap Shingles.  D. Remove and Replace all Drip Edge.  E. Remove and dispose of all debris from site.</p>	<p>Total Cost</p>	<p>_____</p>	

<p><b>10. <u>1182 Boone St – Water Treatment Plant.</u></b></p> <ul style="list-style-type: none"> <li>A. Remove all Roll Roofing.</li> <li>B. Install New Roll Roofing.</li> <li>C. Remove and Replace All Drip Edge</li> <li>D. Remove and Replace all Rain Cap 6.”</li> <li>E. Remove and Replace all Gutter and Downspout aluminum.</li> <li>F. Remove and Dispose of all debris from site.</li> </ul>	<p>Total Cost</p>	<p>_____</p>	
<p><b>11. <u>1170 Boone St. – Cemetery Storage.</u></b></p> <ul style="list-style-type: none"> <li>A. Remove all Shingles and felt.</li> <li>B. Install new 25-year architectural Shingles and felt.</li> <li>C. Remove and replace Hip/Ridge Cap Shingles.</li> <li>D. Remove and Replace all Drip Edge.</li> <li>E. Remove and Dispose of all debris from site.</li> </ul>	<p>Total Cost</p>	<p>_____</p>	
<p><b>12. <u>1170 Boone St. – Cemetery Maintenance.</u></b></p> <ul style="list-style-type: none"> <li>A. Remove all Shingles and felt.</li> <li>B. Install new 25-year architectural Shingles and felt.</li> <li>C. Remove and Replace Hip/Ridge cap shingles.</li> <li>D. Remove and Replace all Drip Edge.</li> <li>E. Remove and Dispose of all debris from site.</li> </ul>	<p>Total Cost</p>	<p>_____</p>	
<p><b>13. <u>364 East Hwy 47 – New Sewage Lift Station.</u></b></p> <ul style="list-style-type: none"> <li>A. Remove all Shingles and felt.</li> <li>B. Install new 25-year architectural Shingles and felt.</li> <li>C. Remove and Replace all Drip Edge.</li> <li>D. Remove and Replace roof vent active ventilation.</li> <li>E. Remove and Replace all flashing – pipe jack.</li> <li>F. Remove and Dispose of all debris from site.</li> </ul>	<p>Total Cost</p>	<p>_____</p>	
<p><b>14. <u>1101 Bueneman Ln – Filter Building.</u></b></p> <ul style="list-style-type: none"> <li>A. Remove all shingles and felt.</li> <li>B. Install new 25-year architectural Shingles and felt.</li> <li>C. Remove and Replace Hip/Ridge Cap Shingles.</li> <li>D. Remove and Replace all gutter and downspout aluminum up to 5”.</li> <li>E. Remove and Replace all drip edge.</li> <li>F. Remove and dispose of all debris from site.</li> </ul>	<p>Total Cost</p>	<p>_____</p>	
<p><b>15. <u>1101 Bueneman Ln – Sewage Treatment Plant.</u></b></p> <ul style="list-style-type: none"> <li>A. Remove all Shingles and felt.</li> <li>B. Install new 25-year architectural Shingles and felt.</li> <li>C. Remove and Replace Hip/Ridge Cap shingles.</li> <li>D. Remove and Replace all Drip Edge.</li> <li>E. Remove and Replace all Roof Vents Turbine Type.</li> <li>F. Remove and Replace Rain Cap 8”.</li> <li>G. Remove and dispose of all debris from site.</li> </ul>	<p>Total Cost</p>	<p>_____</p>	

**16. 1101 Bueneman Ln – Sewage Storage Building.**

- A. Remove All Shingles and felt.
- B. Install new 25-year architectural Shingles and felt.
- C. Remove and Replace Hip and Ridge cap Shingles.
- D. Remove and Replace all Drip Edge.
- E. Remove and Replace Rain Cap – 6”.
- F. Remove and dispose of all debris from site.

Total Cost \_\_\_\_\_

**17. 1101 Bueneman Ln – Headworks Building.**

- A. Remove All Shingles and felt.
- B. Install new 25-year architectural Shingles and felt.
- C. Remove and Replace all gutter and Downspouts – aluminum up to 5”.
- D. Remove and Replace Hip and Ridge cap Shingles.
- E. Remove and Replace all Drip Edge.
- F. Remove and dispose of all debris from site.

Total Cost \_\_\_\_\_

**Total Cost for all 17 Buildings**

\_\_\_\_\_

Bids are to be addressed to the Building Official and mailed or delivered to the City of Troy, 800 Cap Au Gris St. Troy, Missouri 63379 shall be identified on the exterior of the sealed envelope with the name of the project and the bidder’s name and expiration date.

All bidders will be required to provide bid bonds equal to five percent of the base bid or a cashier’s check drawn on a solvent bank made payable to the City of Troy. The Bid Bond may be retained by the City of Troy, Missouri, as a guarantee that if the Proposal is accepted, the bidder will execute the Contract and file an acceptable Performance Bond and Payment Bond within fifteen (15) days after the award of the Contract. The successful bidder will be required to provide performance bonding on the project, equal to the contract amount. The Contractor will be given all the salvage rights pertaining to these properties.

The Contractor and all subcontractors will be required to comply with required Federal and State regulations including Equal Employment Opportunity, Non-segregated Facilities, Minimum Wage rates, and Affirmative Action requirements, Section 109 and Executive Order 11246 of the Civil Rights Laws and Regulations.

Bid packets are available at [cityoftroymissouri.com](http://cityoftroymissouri.com) web site. All bidders are required to submit their bids on the forms provided in the bid packets. The contract will be awarded on the best and lowest responsible bid for all 17 buildings.

**Sealed bids are due at Troy City Hall no later than 1:30 p.m., Wednesday, November 15th, 2023, at which time the bids will be publicly opened and read aloud. Any bids received after such date and time shall be returned unopened.**

<p>The City of Troy 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, gender, color, or national origin in consideration for an award.</p> <p>The City reserves the right to reject any and all bids and to waive all informalities in the bids. No bids may be withdrawn for a period of ninety (90) days subsequent to the specified time for receipt of bids.</p> <p><b><u>Once awarded the project is to be finished within One Year of approval.</u></b></p>			
<p><b>Section 150.060 FORMAL COMPETITIVE BIDDING</b></p> <p><i>A. Notice Inviting Formal Competitive Bids.</i></p> <p>1. Notice inviting bids shall be provided in the manner and utilizing such media as the Mayor or his or her designee deems most appropriate to the subject matter of the bid and the applicable time line available with the objective of encouraging fair and unbiased competition. The notice shall be designed to secure a reasonable distribution and a competitive bidding process and may include direct mail, electronic mail, on-line listing services, along with newspaper advertising, and/or such other means, as may be deemed appropriate. In addition to any other solicitation, notices posted on public bulletin boards in City Hall shall also advertise all purchases, leases, or sales.</p> <p>2. Content and timing of notices. The notice inviting competitive bids shall be advertised at least ten (10) business days preceding the last day for receipt of bids or proposals and shall include a general description of the products or services to be leased or purchased and state where bid forms and specifications may be obtained and the time and place for submission and opening of bids.</p> <p><i>B. Bid Security Deposits or Surety Bid Bonds.</i> When deemed necessary, bid security deposits or surety bid bonds, or both, shall be prescribed in the notice of invitation for bids.</p> <p>1. Returned Bid Security Deposit. An unsuccessful bidder who stands ready to perform according to the terms of its bid shall be entitled to the return of its bid surety deposit.</p> <p>2. Enforcement of Surety Bid Bond. The City shall seek enforcement of a surety bid bond according to its terms.</p> <p>3. Surety Bid Bonds Federal Register Listing Requirement. All surety bid bonds must be with companies listed in the Department of the Treasury, Federal Register as surety companies acceptable on federal bonds.</p> <p><i>C. Performance, Labor, and Material Payment Bonds.</i></p> <p>1. Where the nature of the contract is such that the Mayor or the City Attorney deems a performance bond necessary, or where the contract is for public works and requires compliance with section 107.170 RSMo, the notice of invitation for bids shall specify the amount of bond that is required. The notice shall also specify that any bid submitted pursuant to said solicitation would be presumed to include the cost of the required bond.</p> <p>2. All surety performance bonds and surety labor and material bonds must be with companies listed in the Department of the Treasury, Federal Register, as surety companies acceptable on federal bonds.</p>			

*D. Procedure for Receiving and Opening Bids.* The following applies to bids submitted under the formal competitive bid procedure:

1. **Sealed and Identified.** All bids shall be submitted in a sealed envelope to the Building Official and shall be identified as bids on the envelope.

2. **Bid Opening.** Bids shall be opened and read aloud publicly by a duly authorized representative in the presence of the Clerk of the City or the duly authorized representative of the Clerk in the City Hall, in the particular room, and on the day and at the time stated in the public notices, except that bids for construction projects undertaken pursuant to this policy may, upon proper notice, be opened in the office of the Public Works Superintendent.

3. **Bids Recorded.** The City Clerk, or his or her duly authorized representative, shall record in writing the bids opened and read by a duly authorized representative.

4. **Bid Evaluation and Recommendations.** The Mayor, or his or her duly authorized representative shall evaluate the bids submitted and refer his or her recommendations to the appropriate Department Head, who shall within the shortest practicable time, confirm the recommended award or submit objections and suggestions to the Mayor. Such objections and suggestions shall include specific reference to the manner in which the Department Head believes an alternate bid complies with the provisions of section 150.080.5 of this Chapter.

5. **Rejection of Bids.** The Mayor shall have the authority to reject, as often as he or she deems necessary, all bids, parts of all bids or all bids for any one or more supplies or contractual Services included in the proposed contract, for failure to comply with the requirements of the invitation for bids or when the public interest will be served thereby, and require the solicitation of new bids.

6. **Recommendation of Bid Award.** The Mayor shall recommend to the Board of Aldermen the award of the contract to the lowest and best bidder, unless all bids have been rejected as authorized in subsection (e) of this section.

*E. Factors for Consideration When Determining Lowest and Best Bidder.* The following factors shall be considered in determining the bidder that provides the best products and/or services that are available for the lowest price:

1. **Cost and Future Maintenance.** The point of purchase cost of the product or service, the anticipated cost of maintenance or service (including applicable warranties), the ability of the bidder to provide future maintenance and service, the longevity of the product or service, and the cost of disposal.

2. **Ability to Perform.** The ability, capacity, skill, or financial resources of the bidder to perform the contract or provide the service required.

3. **Timely Performance.** Whether the bidder can perform the contract or provide the service promptly or within the time specified without delay or interference.

4. **Character and Reputation.** The character, integrity, reputation, judgment, experience, and efficiency of the bidder.

5. **Quality of Prior Performance.** The quality of the bidder's performance of previous contracts or services.

6. **Compliance with Laws.** The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.

<p>7. Quality and Availability. The quality, availability, and adaptability of the supplies or Contractual Services to the particular use required.</p> <p>8. Conditions on Bid. The number and scope of conditions attached to the bid. Bid responses containing conditions are not favored.</p> <p>9. Compliance with Bid Specifications. Whether the bid as submitted fully complies with the minimum requirements of the bid specifications.</p> <p>10. Social Responsibility. The socially responsible nature of the product or service that includes, but is not limited to, products or services that create meaningful work, encourage diversity; include women-owned and minority-owned enterprises, provide fair wages, or otherwise promote social equity.</p> <p>11. Local Preference. A bidder satisfying the preference indicated in subsection 150.040.4 of this Chapter.</p> <p style="text-align: center;"><b>GENERAL TERMS AND CONDITIONS</b> (See Next Page)</p>			
	<b>TOTAL</b>		

We, the undersigned, having read the Contract Documents and having visited the site and examined all conditions including possible asbestos materials affecting the Work, hereby bid and agree to carry out the Work, by the specified completion date, for the stipulated price above:

<hr/> Authorized Signature	<hr/> Title	<hr/> Date
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Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; \_\_\_\_\_  
Ron Sconce, Mayor



## Informal Bid Request General Terms & Conditions

1. No quotations will be accepted unless submitted on the City of Troy Informal Bid and Contract Form. Any pre-printed terms and conditions on any quote form may be invalid and subject to rejection.
2. Any purchase order subsequently issued shall be subject to the terms and conditions on the Informal Bid and Contract Form. Any exception to these terms and conditions must be submitted in writing and returned with vendor's response.
3. All quotations should be received in the appropriate office of the City of Troy by the specified due date and time. Quotations received after that time may not be considered.
4. Phone quotations may be accepted by the Contact Name prior to the due date with written confirmation to follow within 24 hours.
5. All quotations must be signed by an individual authorized to obligate the company.
6. Quotations submitted as equals, when permitted, must be submitted with detailed literature suitable for evaluation.
7. The City will pay only those sales taxes applicable by law.
8. This bid is subject to the provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Revised Statutes of Missouri, pertaining to the payment of wages to workers on public works projects. The wage order applicable to this contract is annual wage order number **30**, a copy of which is attached hereto.
9. Prices shall be **F.O.B. DESTINATION** to the delivery location(s) designated on the subsequent purchase order. Freight charges shall be included in the line-item price.
10. The City of Troy is not responsible for bidder errors and/or omissions.
11. Quotes must state the entire warranty on the project quoted. Warranties shall guarantee accepted trade standards of quality, fitness for the intended purposes, and conformance to promises or specifications. As provided on Informal Bid and Contract Form, vendor(s) shall state the length of warranty agreement, as this will be a consideration in the determination of award.
12. Vendor agrees to furnish all of the items quoted at the prices shown. Quotes must be held firm for a period of thirty (30) days from the due date specified on the Informal Bid and Contract Form.

### 13. INSURANCE PROVISIONS

#### A. COVERAGE AFFORDED

#### LIMITS OF LIABILITY

Workers' Compensation

Statute

Commercial General Liability

\$1,000,000 each occurrence

\$1,000,000 aggregate

Automobile Liability Insurance  
including: Non-owned, Leased  
& Hired Vehicles

\$1,000,000 combined single limit

#### B. INSURANCE CONDITIONS

- a. **GENERAL CONDITIONS:** The Contractor agrees to, at its own expense, purchase and maintain at all times during the life of this contract the herein stipulated minimum insurance with companies duly licensed, possessing a minimum current A.M. Best, Inc. Rating of B++8, or approved unlicensed companies in the State of Missouri with policies and forms satisfactory to Lincoln County. All policies will contain an endorsement providing that written notice be given to the County at least ten (10) calendar days prior to termination, cancellation or reduction in coverage in any policy.
- b. **WAIVER OF SUBROGATION OR TRANSFER OF RIGHTS OF RECOVERY:** The policies required herein, except Workers' Compensation and Professional Liability, shall contain a waiver of subrogation or in the alternative, a waiver of transfer of rights of recovery against the City of Troy, its agents, representatives, officers, directors, officials, and employees for any claims arising out of the Contractor's work or service.

- c. ADDITIONAL INSURED:** The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name the City of Troy, its agents, representatives, officers, directors, officials and employees as Additional Insureds with a CG 20 10 or similar endorsement. The Contractor agrees that the insurance required herein will be primary and that any insurance carried by the City will be excess and not contributing.
- d. ENDORSEMENTS AND CERTIFICATE:** The following provisions are also required for the insurance(s), and evidence of such shall be satisfied by Certificate(s) and Endorsements. An insurance company authorized to transact business in the State of Missouri shall issue the Certificates. The Contractor shall, within ten (10) days after award of bid, furnish the City with Certificates of Insurance for the required insurance coverage. Endorsements for the Waiver of Transfer of Rights and Additional Insureds shall be provided as indicated above, unless contained within the basic policy(ies) and then confirmed by written statement signed by the insurance agent, broker and/or underwriter in a form acceptable to the City. *"City of Troy, a political subdivision of the State of Missouri, its Board members, officers, employees, agents, and other officials"* shall be listed as the certificate holder. If room does not permit, this verbiage can be entered into the description of operations. However, if the latter method is used, **the certificate holder shall be listed only as City of Troy, Missouri, 800 Cap-au-Gris, Troy, Missouri 63379.**
- e. SUBCONTRACTORS:** In the event any of the Work is subcontracted, the Contractor shall require the subcontractor to provide Workers' Compensation insurance for all of the subcontractor's employees engaged in the Work, unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation insurance. In case any class of employees engaged in hazardous work under the Contract is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's general liability insurance for the protection of such of their employees as are not otherwise protected.
13. Bidder shall examine the Site of the proposed Work and all documents pertaining to the Work. Submission of a bid shall be considered prima facie evidence that the Bidder has made such examination and is familiar with the character, quality and quantity of Work to be performed.
14. The City's intention is to award the Bid to the lowest responsible and responsive Bidder. City reserves the right to reject any and all bids or to waive minor and immaterial defects, at the City's sole discretion.
15. Upon notice of intent to award, Bidder shall within ten (10) calendar days after receipt of such notice execute and deliver to the City all necessary documents as outlined in the notice of intent to award.
16. Before final acceptance, all grounds occupied by the Contractor in connection with the Work shall be cleaned of all rubbish, excess material, temporary structures and equipment, and all parts of the Work area shall be left in acceptable condition as determined by the City contract manager.
17. City contract manager shall be the sole judge of the Contractor's failure to perform the Work in compliance with the requirements of the Contract Documents. Such failure shall be deemed sufficient justification to declare the Contractor in default of its obligations under this contract.
18. City contract manager shall decide all questions as to the quality and acceptability of the materials furnished and Work performed, and as to the rate of progress of the Work; all questions as to the interpretation of the plans and specifications; and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.
19. City contract manager may make minor changes in the Work by written change order to the Contractor, for issues not involving extra work or compensation, and not inconsistent with the purpose of the project.
20. Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the City contract manager in every way possible. Contractor shall at all times be present at the Project site or represented by a competent superintendent authorized to receive and fulfill instructions from the City contract manager.
21. Inspection of the Work by the City contract manager shall not be considered direct control of the individual workman or his work. Direct control shall be the sole responsibility of the Contractor.

22. Contractor shall be fully and properly licensed and authorized to perform this type of work in the City of Troy. Project shall comply with all applicable laws, regulations and codes. It shall be the Contractor's responsibility to secure any necessary permits and clearances before beginning work.
23. Indemnification: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City of Troy, a political subdivision of the State of Missouri, its board members, officers, employees, agents and other officials (hereafter called "City") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs or other alternative dispute resolution costs arising out of or resulting from Contractor's work or services; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death, personal injury, or property damage, including the loss of use or diminution in value, resulting therefrom; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors or omissions of Contractor, or anyone for whose acts Contractor may be liable. Contractor shall not be obligated to indemnify, defend and hold harmless the City for any claims to the extent that the injury or damage is attributable to or arose from the negligence or willful misconduct on the part of the City, its agents or employees. The City reserves the right, but not the obligation, to participate in defense without relieving the Contractor of any obligation hereunder. The amount and type of insurance coverage requirements set forth in this contract shall in no way be construed as limiting the scope of the indemnity in this paragraph. The provisions of this Section shall survive the expiration or early termination of this Contract.
24. Payment shall be made in one installment following full completion and acceptance of the project. Pay request shall be mailed to the address and contact name indicated on the Purchase Order, and shall reference the contract number, purchase order number, project name, and the nature of the work completed for which payment is requested. Pay requests must bear the signature and authorization of the City contract manager.
25. Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. (RSMO 285.530 (2)). A copy of the affidavit referenced above is provided within this document. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)).
26. The Contractor shall comply with the requirements of the revised Statutes of the State of Missouri Chapter sections 292.675. If any part of the contract is subcontracted, each subcontractor shall comply with the same requirements of this specification. Any Contractor signing a contract to work on the construction of public works for the Owner shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty (60) days of beginning work on such construction project. Any employee found on a worksite subject to this section without documentation of the successful completion of the course required under this section shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project. The contractor shall forfeit as a penalty to the Owner two thousand five hundred dollars (\$2,500) plus one hundred (\$100) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period in this section has elapsed. The Owner shall withhold and retain all sums and amounts due and owing as a result of any violation of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor, sufficient sums to cover any penalties the Owner has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the circuit court in the county in which the public works

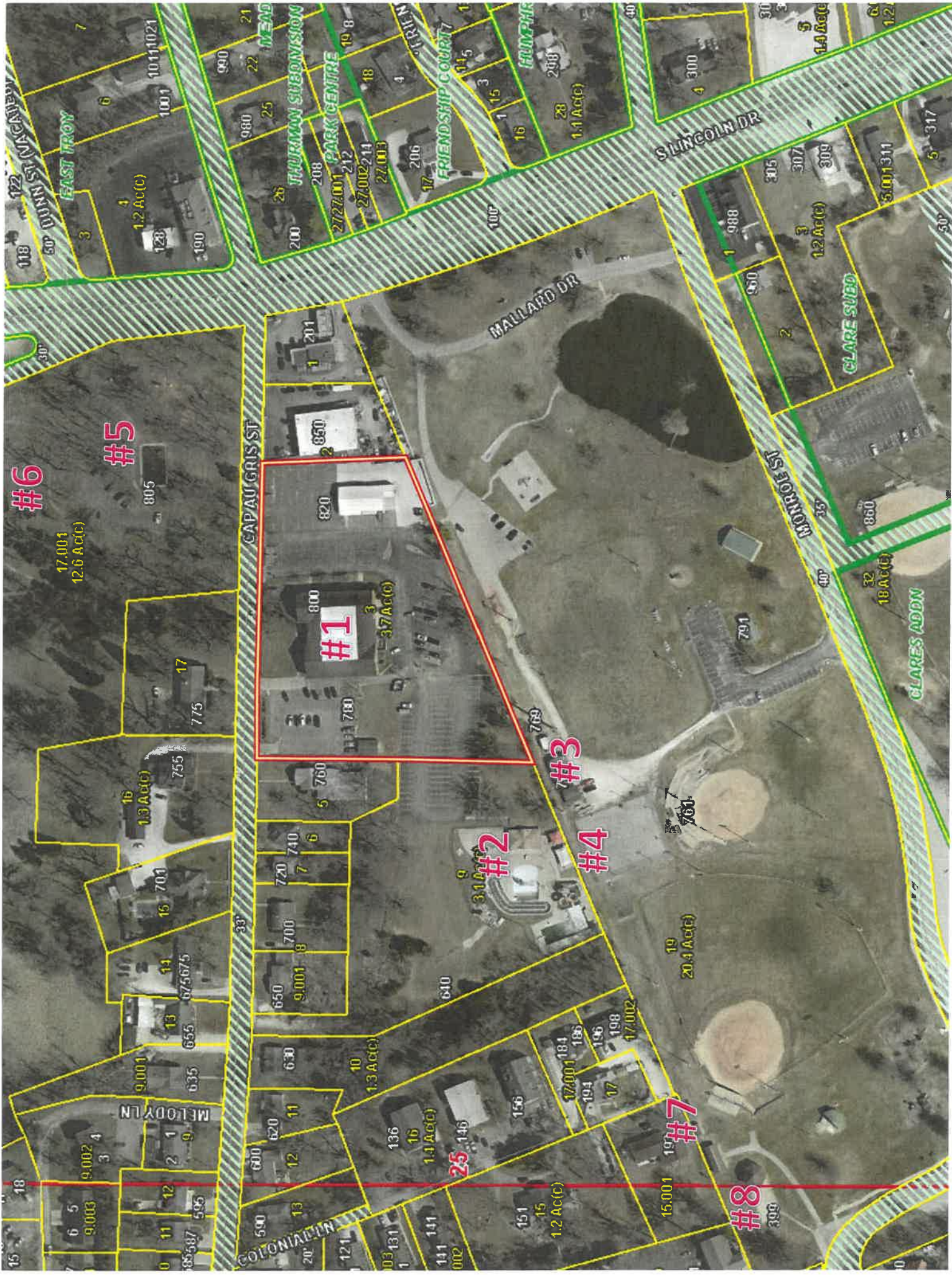
project is located from the subcontractor. In determining whether a violation of this section has occurred, and whether the penalty of this section shall be imposed, the Department of Labor and Industrial Relations shall investigate any claim of violation. Upon completing such investigation, the Department shall notify the Owner and any party found to be in violation of this section of its findings and whether a penalty shall be assessed. Determinations under this section may be appealed in the circuit court in the county in which the public works project is located. The Department may establish rules and regulations for the purpose of implementing the provisions of this section.

27. Pursuant to all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, the payment of wages to workmen employed on public works projects shall be fully satisfied and there will be no exceptions to the full and complete compliance with said provisions and requirements of the current Annual Wage Order issued by the Division of Labor Standards.

## List of City Buildings Needing Roof Repair

1. 800 Cap-au-Gris St – City Hall Building
2. 780 Cap-au-Grist St – Pool Building
3. 765 Monroe St – City Park Maintenance Shed
4. 765 Monroe St – SM Maintenance Shed (Gutters and Downspouts Only)
5. 805 Cap-au-Gris St – Avery Park Bathroom
6. 805 Cap-au-Gris St – Avery Park Pavilion
7. 399 Monroe St – Old Bathroom
8. 399 Monroe St – Fairgrounds Bathroom
9. 1303 Boone St – Weinand Park Bathroom
10. 1182 Boone St – Water Treatment Plant
11. 1170 Boone St – Cemetery Storage
12. 1170 Boone St – Cemetery Maintenance
13. 364 E Hwy 47 – New Sewage Lift Station\*
14. 1101 Bueneman Ln – Filter Building\*
15. 1101 Bueneman Ln – Sewage Treatment Building\*
16. 1101 Bueneman Ln – Sewage Storage Building\*
17. 1101 Bueneman Ln – Headworks Building\*

\*Contact Jared Comer at (314) 484-6176 to set up an appointment to view roofs



#6

#5

#1

#2

#3

#4

#7

#8

# Lincoln County, MO

800 Cap-Au-Gris St  
City "Hall"



1 in. = 35ft.

70.0 Feet

35.02

0

70.0



## Legend

### Road

<all other values>

US Highway

State Highway

Railroad

Address Point

Parcel Number/Acres

Corporate Limit Line

Land Hook

Subdivision

Right-of-Way

Building on Leased Land

Section

County Boundary

## Notes

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

# Lincoln County, MO



780 Cap-Au-Gris St  
Pool Building

331.0(2)

25

19

1 in. = 18ft.

35.0 0 17.51 35.0 Feet



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**Legend**

Road

- <all other values>
- US Highway
- State Highway

Railroad

Address Point

Parcel Number/Acres

Corporate Limit Line

Land Hook

Subdivision

Right-of-Way

Building on Leased Land

Section

County Boundary

**Notes**



# Lincoln County, MO



1 in. = 9 ft.

17.5 0 8.75 17.5 Feet



**Legend**

**Road**

- <all other values>
- US Highway
- State Highway

**Railroad**

**Address Point**

**Parcel Number/Acres**

**Corporate Limit Line**

**Land Hook**

**Subdivision**

**Right-of-Way**

**Building on Leased Land**

**Section**

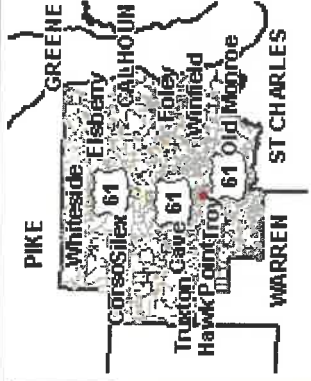
**County Boundary**

**Notes**

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# Lincoln County, MO



**Legend**

Road  
 — <all other values>  
 = US Highway  
 - - - State Highway

+ Railroad

Address Point

Parcel Number/Acres  
 ■ Corporate Limit Line  
 ■ Land Hook  
 ■ Subdivision  
 // Right-of-Way  
 ● Building on Leased Land

□ Section  
 □ County Boundary

**Notes**



1 in. = 9ft.

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# Lincoln County, MO



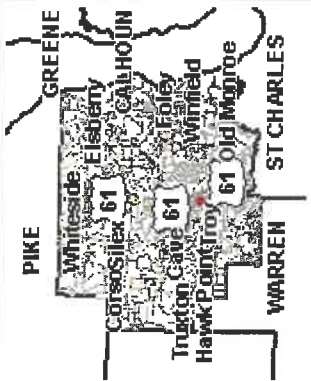
1 in. = 18ft.

35.0 Feet

17.51

0

35.0



## Legend

- Road
  - <all other values>
  - US Highway
  - State Highway
- Railroad
- Address Point
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- Building on Leased Land
- Section
- County Boundary

## Notes

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# Lincoln County, MO



1 in. = 18ft.

35.0 Feet

17.51

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## Legend

### Road

- <all other values>
- US Highway
- State Highway

### Railroad

### Address Point

### Parcel Number/Acres

### Corporate Limit Line

### Land Hook

### Subdivision

### Right-of-Way

### Building on Leased Land

### Section

### County Boundary

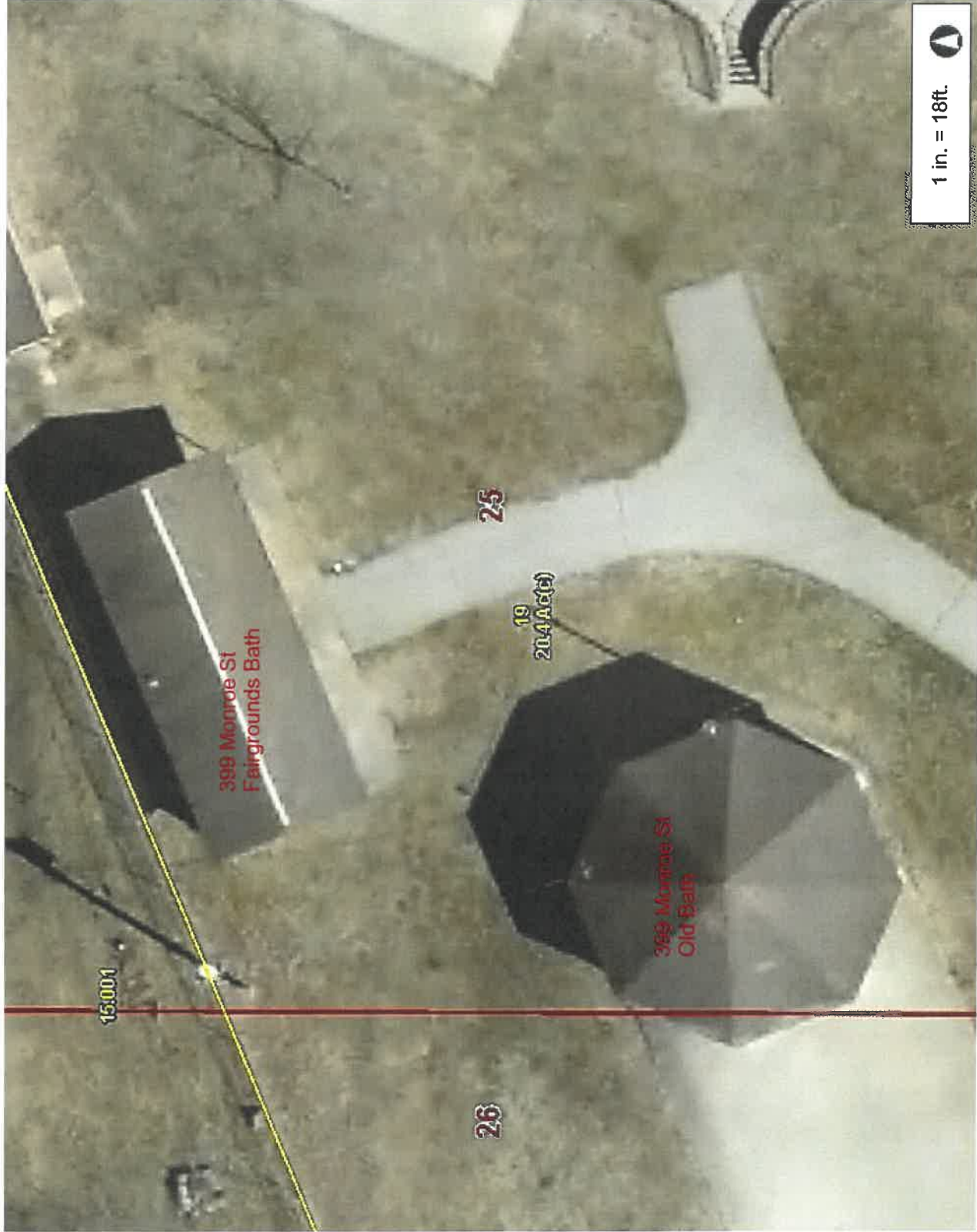
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## Notes

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# Lincoln County, MO



1 in. = 18ft.

35.0 Feet

17.51

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## Legend

- Road
  - <all other values>
  - US Highway
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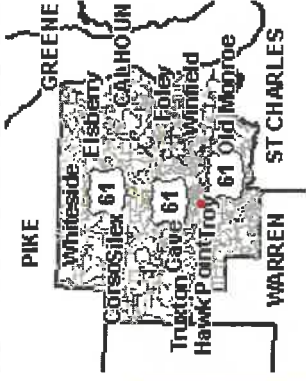
# Lincoln County, MO



1 in. = 18ft.



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## Legend

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## Notes



#11

#12

#10

#9

27

26

34

35

MCCOY DRIVE

BONNE ST

CASAR DR

BRIGGS LN

CHARLES ST

HIGH ST

IS ST

QUITE CIRCLE

ELM DR

SASAPRAS DR

RED OAK DR

MATE DR

BRIAR DR

SPANISH OAK CT

DANA AVE

WILLIAM GREENESTATES

GAK FOREST PLAT 1

RUGHANAN CREEKSTATES PLAT 4

25.001  
2.1 AC(±)

13.013  
3.3 AC(±)

12.21  
2.5 AC(±)

12.15  
2.3 AC(±)

12.09  
2.3 AC(±)

12.01  
2.3 AC(±)

11.98  
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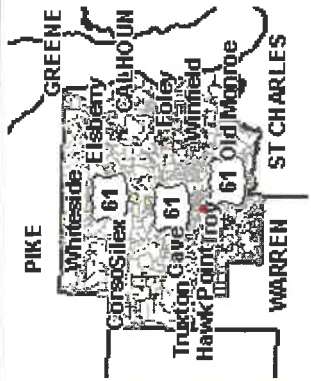
# Lincoln County, MO



1 in. = 9ft.

17.5 0 8.75 17.5 Feet

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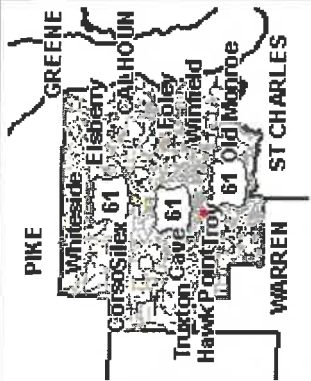
## Legend

- Road
  - <small>all other values</small>
  - == US Highway
  - == State Highway
- + Railroad
- Address Point
- Parcel Number/Acres
- Corporate Limit Line
- Land Hook
- Subdivision
- Right-of-Way
- Building on Leased Land
- Section
- County Boundary

## Notes



# Lincoln County, MO



**Legend**

Road

- <all other values>
- US Highway
- State Highway

Railroad

Address Point

Parcel Number/Acres

Corporate Limit Line

Land Hook

Subdivision

Right-of-Way

Building on Leased Land

Section

County Boundary

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# Lincoln County, MO



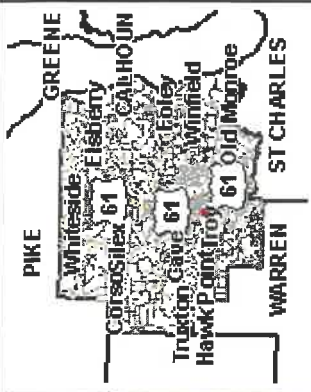
1 in. = 9ft.

17.5 Feet

8.75

0

17.5



## Legend

- Road
  - <all other values>
  - US Highway
  - State Highway
- Railroad
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# Lincoln County, MO



1 in. = 18ft.



**Legend**

Road	<all other values>
US Highway	
State Highway	
Railroad	
Address Point	
Parcel Number/Acres	
Corporate Limit Line	
Land Hook	
Subdivision	
Right-of-Way	
Building on Leased Land	
Section	
County Boundary	

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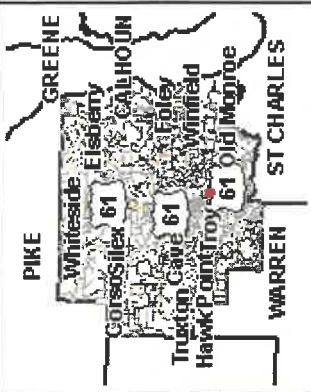


# Lincoln County, MO



140.1 0 70.03 140.1 Feet

1 in. = 70ft.



## Legend

- Road
  - <all other values>
  - US Highway
  - State Highway
- Railroad
- Address Point
- Parcel Number/Acres
- Corporate Limit Line
- Land Hook
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- Right-of-Way
- Building on Leased Land
- Section
- County Boundary

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# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 30

Section 057  
**LINCOLN COUNTY**

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

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

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2023**

Last Date Objections May Be Filed: **April 10, 2023**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$27.38*
Boilermaker	\$27.38*
Bricklayer	\$62.95
Carpenter	\$63.60
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$27.38*
Plasterer	
Communications Technician	\$27.38*
Electrician (Inside Wireman)	\$72.78
Electrician Outside Lineman	\$27.38*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$27.38*
Glazier	\$27.38*
Ironworker	\$67.84
Laborer	\$52.30
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$27.38*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$67.23
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$50.30
Plumber	\$74.70
Pipe Fitter	
Roofer	\$55.77
Sheet Metal Worker	\$72.09
Sprinkler Fitter	\$27.38*
Truck Driver	\$27.38*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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



Heavy Construction Rates for  
LINCOLN County

Section 057

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$27.38*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$27.38*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$54.14
General Laborer	
Skilled Laborer	
Operating Engineer	\$66.99
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$27.38*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

# OVERTIME and HOLIDAYS

## OVERTIME

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

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

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

## HOLIDAYS

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

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