

BID SPECIFICATIONS AND CONTRACT
FOR

POWER PLANT PAINTING PROJECT

Issued for Bid on February 28, 2024



CITY OF JACKSON, MISSOURI

101 Court Street
Jackson, Missouri 63755
(573) 243-2300
projects@jacksonmo.org
www.jacksonmo.org

**POWER PLANT PAINT PROJECT
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NOTICE TO BID

CITY OF JACKSON, MISSOURI POWER PLANT PAINT PROJECT

Notice is hereby given that separate sealed bids under the Power Plant Paint Project to serve the City of Jackson will be received in the office of the City Clerk at City Hall, 101 Court Street, Jackson, Missouri 63755, until 10:30 a.m. (prevailing local time) on Monday, March 11, 2024. Bids will be publicly opened and read aloud at that time. The envelopes containing the bids must be sealed, addressed, and designated as bids for the "Power Plant Paint Project; Attn: City Clerk."

The purpose of this project is to provide all work, labor, materials, and equipment necessary for painting the metal surfaces of equipment at the Power Plant for the following items: Engines #7, #8, and #9 Radiators, Engine #9 Air Intake, Engine #9 Cooling Tower, and the Lower Fuel Tanks at the Power Plant Complex located at 420 Florence Street in the City of Jackson.

A pre-bid meeting will not be held. At a minimum, prospective bidders are required to visit the Power Plant Complex located at 420 Florence Street before submitting a bid.

The Bid Specifications, Contract Agreement, Bid Sheet, and other documents may be examined at City Hall in the office of the Public Works Department or a copy may be requested by calling (573) 243-2300.

Physical copies of the Bidding Documents may be examined in the Public Works office at City Hall (101 Court Street, Jackson, Missouri). Electronic copies of the Bidding Documents may also be obtained by filling out the online form on the City of Jackson website: www.jacksonmo.org.

The City may issue addenda as may be necessary in the best interest of the City of Jackson. The City reserves the right to waive any informalities or to reject any or all bids. If a contract award is made, it will be made to the lowest and best, responsive, responsible bidder.

All questions should be directed to Mike Biri by email at mbiri@jacksonmo.org, or phone at (573) 243-3536.

Mike Biri
Power Plant Foreman

Publication Date: February 28 and March 6, 2024

**CITY OF JACKSON, MISSOURI
POWER PLANT PAINT PROJECT
SPECIFICATIONS AND PROPOSAL DOCUMENTS**

These Specifications are included in and are a part of the Proposal Documents for this program.

SCOPE OF WORK: The Contractor shall provide all labor, equipment, and materials necessary to complete the painting of the Power Plant metal surfaced equipment for the following items: Engines # 7, 8 & 9 Radiators; Engine #9 Air Intake; Engine # 9 Cooling tower; and the Lower Fuel tanks. Apply a minimum of one coat of rust inhibitor metal primer, and a minimum of two coats of epoxy finish, with safety color where needed. Surface preparation will be a combination of sandblast, scrape, and power washing. All electrical equipment shall be covered/protected during preparation work. Work performed under this contract must be completed satisfactorily to the City. The City shall have the final say in determining such questions.

LOCATION OF WORK: Power Plant Complex located at 420 Florence St., Jackson, Missouri.

WORK DAYS/TIMES: All work shall be performed during the work week of Monday through Friday from 7:00 a.m. through 5:00 p.m.

NOT-TO-EXCEED CONTRACT PRICE: The Contractor shall furnish all labor, equipment, and materials for the Program and to perform all related work as provided for and in accordance with the specifications and proposal documents for a cost-not-to-exceed price as indicated on the proposal sheet. The total compensation to be paid to the Contractor for the performance of the work is a maximum amount and may be reduced during the course of performance of the work based upon the individual unit price values provided to the City by the Contractor on the proposal sheet, subject to the approval of the Electric Utilities Director.

NO GUARANTEE OF WORK: Any award of a proposal shall not obligate the City in any way to use any of the services listed herein or to use the Contractor for any certain period of time. In addition, the City shall not be liable for damages to the Contractor in the event that the City does not use any services proposed herein.

COMMUNICATIONS: The Contractor shall be responsive to City communications via phone, text, email, or in person.

PERMITS AND LICENSES: The Contractor shall, at its own cost, secure all permits and licenses required by City Code and State Statute and give all notices necessary and incidental to lawful prosecution of the work.

LAWS TO BE OBSERVED: The Contractor shall at all times observe and comply with the National Electric Code, all Federal and State Laws and regulations, and all shall comply with all orders and decrees which exist at the present or which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and no plea of misunderstanding or ignorance will be considered.

PROTECTION OF WORK AND PROPERTY: Reasonable care shall be taken when working in the vicinity of people, vehicles, buildings, and property.

COMPLETION DATE: The Contactor shall complete all work within 120 days of contract award, unless otherwise agreed to in writing by both Contractor and City.

PAYMENT: Payment shall be made in one (1) lump sum following the completion of the Project.

REQUIRED INSURANCE: Successful Contractor must furnish proof of public liability, property damage, and workmen's compensation insurance, as follows:

- Professional Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis. (applies only to professionals)
- Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.
- Comprehensive Business Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used with a combined single limit of \$1,000,000 minimum.
- Worker's Compensation Insurance within statutory limits required by any applicable federal or state law and Employers Liability Insurance with minimum limit of \$1,000,000 per accident.
- Additional Insured Endorsement naming the City of Jackson as an additional insured.
- City of Jackson listed as Certificate Holder on the signed Certificate of Insurance.

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City of Jackson, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to the Contract involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Contractor its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

Insufficient or lapsed insurance coverage at any time will be good cause for termination of this agreement, at which time the contract may be awarded to the next lowest bidder.

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

BID SHEET: The Contractor must prepare and submit a completed Bid Sheet. By signing, the Contractor acknowledges the agreement with the general specifications, conditions, and Contract requirements.

CONTRACTOR'S UNDERSTANDING: It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the confirmation of the ground, the character, quality, and quantities of the work necessary, the character of the equipment and facilities needed for the execution of work, the general and local conditions, and all other matters which can in any way affect the work under this Contract.

QUALIFICATIONS: To ensure a high-quality level of operations during this program, Bidders must demonstrate minimum experience and qualifications. Upon request, bidders must provide evidence of experience in successfully operating and managing this type of business.

CHOICE OF LAWS AND VENUE: This Contract shall be governed by the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

WARRANTY: Work will be completed to meet the Paint Company Warranty & Specification requirements and periodically inspected. Contractor will issue a five (5) year labor and material warranty for workmanship. If there is a paint failure due to workmanship by Contractor personnel, Contractor will provide free labor and material to correct these problem(s).

SUCCESSORS AND ASSIGNS: The terms, covenants, and conditions of this Contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the respective parties to this Contract.

OCCUPATION SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING: In accordance with Section 292.675 of the Revised Statutes of Missouri, Contractors and Subcontractors who agree to provide Work under this Contract must provide a ten-hour OSHA construction safety program or other similar program approved by the Department of Labor and Industrial Relations of the State of Missouri to be completed by their on-site employees within 60 days of beginning Work under this Contract. Documentation of compliance with this provision shall be provided to the Owner within 65 days of beginning Work under this Contract.

VERIFICATION OF EMPLOYMENT ELIGIBILITY: Notice is hereby given that Section 285.530 of the Revised Statutes of Missouri requires that 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. Any business entity providing work under any contract in excess of \$5,000.00 shall participate in a federal work authorization program (such as E-Verify) and shall provide documentation of such participation to the Owner.

ENTIRE AGREEMENT: This Contract contains the entire agreement between the parties and supersedes all prior or contemporaneous written or oral communications. This Contract may be changed or terminated only by an instrument in writing signed by the party against whom

enforcement of such change or termination sought. No breach of any agreement, warranty, or representation shall be deemed waived unless expressly waived in writing by the party who asserts such breach.

CITY OF JACKSON, MISSOURI
POWER PLANT PAINT PROJECT
BID SHEET

Note: This page MUST accompany as a cover sheet with the copy of your submittal.

ROBERT BOITNOTT PAINTING proposes to furnish all labor, equipment, and materials for the POWER PLANT PAINT PROJECT and to perform all related work as provided for and in accordance with the specifications and proposal documents for the following prices:

BASE BID:

\$ 83,750 (lump sum) proposed amount for the Power Plant Paint Project

The undersigned, an authorized agent of his/her company, hereby certifies:

- () familiarization with all terms, conditions, and specifications herein stated; and
- () company is qualified to perform work and services as included.

Submitted on MARCH 6, 2024.

Name of company: ROBERT BOITNOTT PAINTING

Business address: 235 HONEY SUEKLE LANE Cape Girardeau, mo 63701

Phone number: 573-450-8844 / 573-334-6293

^{Email} Fax-number: peebles9@icloud.com

[Signature]
Signature of Contractor's Authorized Representative

ROBERT E BOITNOTT JR
Printed Name of Contractor's Authorized Representative