

CONTRACT

THIS CONTRACT (the “**Contract**”) is entered into this _____ day of May, 2023, by and between the **CITY OF JACKSON, MISSOURI**, a municipal corporation, Owner of the Project, hereinafter referred to as “**City**”, and Langford Service Company d/b/a Langford Mechanical & Sheet Metal hereinafter referred to as “**Contractor**,” in connection with that work or improvement known as the Power Plant Control Room HVAC Roof Top Unit Replacement Project (“**Project**”), to be completed for the City located at the Power Plant Complex, 420 Florence Street, Jackson, Missouri.

WHEREAS, the City has selected the aforesaid Contractor for the Project and by Ordinance No. _____ has awarded the Contractor the Contract for the amount named in the bid from the Contractor dated April 27, 2023, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

- A. The Contract Documents for the Project include the Specifications and Proposal Documents, and Contractor’s bid, all of which are attached hereto and made a part hereof as Exhibit 1, pages 1 through 8. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- B. The Contractor shall perform the Work in compliance with the Contract Documents.
- C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Contract Documents.
- D. The Work shall be commenced and completed according to the Project schedule, subject to such extensions and modifications as are made pursuant to the Contract Documents.
- E. The City shall pay the Contractor for performance of the Work, subject to additions and deductions as provided in the Contract Documents, the Contract Price of Twelve Thousand Two Hundred Twenty-Five Dollars (\$12,225.00).

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY:

City of Jackson, Missouri

Dwain Hahs, Mayor

ATTEST:

Liza Walker, City Clerk
Address:
101 Court Street
Jackson, Missouri 63755

CONTRACTOR:

Langford Service Company d/b/a Langford
Mechanical & Sheet Metal



Signature

ROBERT B. LANGFORD

Printed Name

Sec / Tres.

Title

BID SPECIFICATIONS AND CONTRACT
FOR

**POWER PLANT CONTROL ROOM HVAC ROOF TOP
UNIT REPLACEMENT PROJECT**

Issued for Bid on April 12, 2023



CITY OF JACKSON, MISSOURI

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

**POWER PLANT CONTROL ROOM HVAC ROOF TOP UNIT PROJECT
BID SPECIFICATIONS AND CONTRACT
TABLE OF CONTENTS**

Document Name

Notice to Bid

Bid Specifications

Bid Sheet

Sample Contract Agreement

NOTICE TO BID

CITY OF JACKSON, MISSOURI POWER PLANT CONTROL ROOM HVAC ROOF TOP UNIT REPLACEMENT PROJECT

Notice is hereby given that separate sealed bids under the Power Plant Control Room HVAC Roof Top Unit Replacement 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, May 1, 2023. 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 Control Room HVAC Roof Top Unit Replacement Project; Attn: City Clerk".

The purpose of this program is to provide all work necessary for the replacement of the HVAC unit in the control room office 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). 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: April 12, 2023 & April 19, 2023

**CITY OF JACKSON, MISSOURI
POWER PLANT CONTROL ROOM HVAC ROOF TOP
UNIT REPLACEMENT 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 removal of the old rooftop unit and installation of a newly manufactured American made roof top 5 ton 460 Volt 3 phase package unit with heat, new digital programmable thermostat, all required ductwork, piping and electrical modifications, all required crane fees, 5 year warranty on the compressor, 1 year warranty on all other parts on HVAC unit and 1 year labor warranty on all materials, equipment and workmanship. 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 7:30 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 Contractor shall complete all work within 60 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. Minimum amounts for public liability and property damage shall be \$1,000,000 per occurrence and \$2,000,000 aggregate. 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.

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.

All coverage shall be on an "occurrence" basis and not "claims made." An endorsement on the required form supplied by the City naming the City as an additional insured shall also be required.

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 Warranty & Specification requirements and periodically inspected. Contractor will issue a one (1) year labor and material warranty for workmanship; five (5) year warranty on the compressor; and a one (1) year warranty on all other parts on the HVAC unit. If there is a point 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.

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.

DHS
MAY 1 - 2023

10.824 1117B

CITY OF JACKSON, MISSOURI
POWER PLANT CONTROL ROOM HVAC ROOF TOP
UNIT REPLACEMENT PROJECT
BID SHEET

Note: Please return this page as a cover sheet with each copy of your submittal.

Langford Mechanical + Sheet Metal

proposes to furnish all labor, equipment, and materials for the POWER PLANT CONTROL ROOM HVAC ROOF TOP UNIT REPLACEMENT 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:

\$ 12,225.⁰⁰ proposed amount for the Power Plant Control Room HVAC Roof Top Unit Replacement 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 April 27, 2023.

Name of company: Langford Service Company, Inc. d/b/a Langford Mechanical + Sheet Metal

Business address: 1116 Lenco Ave. P.O. Box 405, Jackson MO 63755

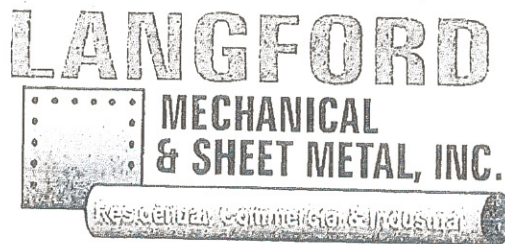
Phone number: 573-243-3238

Fax number: 573-243-8057

[Signature]
Signature of Contractor's Authorized Representative

Robert B. Langford
Printed Name of Contractor's Authorized Representative

* SEE Attached for NOTES



Engineering

Heating

Ventilation

Air Conditioning

Plumbing

1116 Lenco Avenue • P.O. Box 405 • Jackson, MO 63755-0405

(573) 243-3238 • (888) 700-7957 • Fax: (573) 243-8057

Date: 4-27-23

To: The City of Jackson

Attention: City Clerk

Reference: Power Plant Control Room HVAC Roof Top Unit Replacement.

At the time of this bid the selected RTU manufactured by Trane has a 3-5-day lead time, while stock inventories remain available. If we are the successful contractor and receive notice when we release the RTU, if the stock inventory has been depleted the RTU lead time will move to 23-25 weeks.

I have selected Trane equipment as it is made in America and of the 3 suppliers that are made in America Trane is the only supplier that currently has a stock inventory of this RTU. All other manufacturers' lead times are currently 25-32 weeks.

Please keep in mind, depending upon our success or not with the bid, when the RTU is released the lead time could far exceed the 60-day time period listed in the bid documents as we have no control over lead times from manufacturers.

If you have any questions, please do not hesitate to contact our office.
Thank you for the opportunity to submit this proposal.

Respectfully Submitted,

Robert B. Langford, PE



PLUMBING • HEATING • AIR CONDITIONING •
RESIDENTIAL, COMMERCIAL & INDUSTRIAL VENTILATION