A TERM AND SUPPLY CONTRACT for the furnishing of Electrical Services for use by Various County Department.

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid Number. The parties agree as follows in consideration of the mutual covenants contained herein.

This Contract shall be binding when it is signed by the County's Purchasing Officer and shall run from such date until the end of the 12th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

This Contract consists of: (1) Contractor's offer, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) written modification to this Contract signed by the County's Purchasing Officer and consented to expressly or impliedly by Contractor. This Contract represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. The Contractor shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage, or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents, or subcontractors.

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least 14 days written notice to Contractor.

The parties may annually extend this Contract annually beyond its original term for a time, not to exceed 12 months, from the last day of the original term provided that the County's consent to such an extension and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term has been approved by the County Legislature.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Mnnicipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

| (Check one) Yes No Initials Minimum order, if applicable\$ | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has | | | | | | | | | |
| been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before | | | | | | | | | |
| CONTRACTOR'S NAME: KANSAS CITY Service CO- PHONE NO: 816-456-8553 | | | | | | | | | |
| ADDRESS: 21911 Branic Mr. Reculier Mo 64078 FAX NO: 816-525-3286 | | | | | | | | | |
| NAME OF AUTHORIZED AGENT (print or type): STEVE MIZE DATE: 2/11/2022 | | | | | | | | | |
| SIGNATURE OF AUTHORIZED AGENT: TITLE: OUN | | | | | | | | | |
| EMAIL ADDRESS OF AUTHORIZED AGENT: STEVE, MIZE @ KCSCVILLING, COM | | | | | | | | | |
| rederal id no: 37-3940346 and/or social security no: CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE): MINORITY BUSINESS ENTERPRISE (MBE): | | | | | | | | | |
| The same of the sa | | | | | | | | | |
| WOMAN OWNED (WHE); | | | | | | | | | |
| JACKSON COUNTY MISSOURI BY BOB CRUTSINGER, DIRECTOR OF FINANCE AND PURCHASING | | | | | | | | | |

SIGNATURE OF BOB CRUTSINGER:

RECEIVED

June 6, 2022

4-19-2022

DATE:

Mary Jo Spino County Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer tights to the certificate holder in lieu of such and reaments.

| | is certificate does not confer rights t | | | | | | | require an endorsemen | i. A Sta | itement on | | |
|--|---|--------------------|---------|--------------------------|--|---|---------------|--|---------------|-------------|--|--|
| PRODUCER | | | | | | CONTACT NAME: Katie Ducklow | | | | | | |
| | | | | | | PHONE (A/C, No, Exi): 816-842-4800 [A/C, No): 816-472-5018 | | | | | | |
| | | | | | | ADDRESS: kducklow@thomasmcgee.com | | | | | | |
| | | | | | | INSURER(S) AFFORDING COVERAGE NAIC# | | | | | | |
| | | | | | | INSURER A: Charter Oak Fire | | | | 25615 | | |
| INSURED STACCOM-01 | | | | | | DISURER B : Travelers Property Casualty of America | | | | 25674 | | |
| Staco Electric Construction Co 11030 Hickman Hills Drive | | | | | INSURER C : Midwest Builders Casualty Mutual Co. * | | | | 13126 | | | |
| Kansas City MO 64134 | | | | | INSURER D: | | | | | | | |
| | | | | | INSURER E : | | | | | | | |
| | | | | | | ONSURER F: | | | | | | |
| CO | COVERAGES CERTIFICATE NUMBER: 165917961 REVISION NUMBER: | | | | | | | | | | | |
| C | THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | | | | | | |
| INSR | TYPE OF INSURANCE INSD WA | | | POLICY NUMBER | POLICY NUMBER POLICY EFF | | POLICY EXP | LIMIT | LOMITS | | | |
| A | X COMMERCIAL GENERAL LIABILITY | Y | | DT-CO-7S697475-COF-21 | | 10/1/2021 | 10/1/2022 | EACH OCCURRENCE | \$ 2,000, | 000 | | |
| | CLAIMS-MADE X OCCUR | | | | | | | DAMAGE TO RENTED PREMISES (En occurrence) | \$ 300,00 | | | |
| | | | | 94 | | | | MED EXP (Any one person) | \$ 10,000 | | | |
| | | | | 21 | | | | PERSONAL & ADV INJURY | \$ 2,000. | 000 | | |
| | GENL AGGREGATE LIMIT APPLIES PER: | | 1 | | | | | GENERAL AGGREGATE | \$4,000,000 | | | |
| | POLICY X PRO- | | | | | | | PRODUCTS - COMP/OP AGG | \$4,000,000 | | | |
| _ | OTHER: | | | | | | | | S | | | |
| 8 | AUTOMOBILE LIABILITY | MOBILE LIABILITY Y | | | | 10/1/2021 | 10/1/2022 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | | | |
| | X ANY AUTO | | | | | | | BODELY INJURY (Per person) | ਮ ੀ \$ | | | |
| | OWNED SCHEDULED AUTOS ONLY X HIRED X AUTOS ONLY AUTOS ONLY | | | | | | 1 | BODILY INJURY (Per accident) | dent) S | | | |
| | | | | | | | | PROPERTY DAMAGE (Per accident) | \$ | | | |
| _ | | | | | | | | | s | | | |
| В | X UMBRELLA LIAB X OCCUR | Y | | CUP-7S712643-21-26 | | 10/1/2021 | 10/1/2022 | EACH OCCURRENCE | \$ 10,000 | 000,0 | | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | \$ 10,000,000 | | | | |
| _ | WORKERS COMPENSATION | | _ | -11.2 | | | | | S | | | |
| С | AND EMPLOYERS' LIABILITY | | | WC100-0001477-2021A | | 10/1/2021 | 10/1/2022 | X PER OTH- | | | | |
| | OFFICER/MEMBER EXCLUDED? | N/A | 1 3 | | | | | E.L. EACH ACCIDENT | \$ 1,000, | 000 | | |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000, | 000 | | |
| | DESCRIPTION OF OPERATIONS below | 1 | - | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000. | 000 | | |
| | | | | | | | | | | | | |
| | | | | | 1 | | | | | | | |
| DES | DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Jackson County, Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, are included as additional insured | | | | | | | | | | | |
| Jac | kson County, Missouri and its agencies. en required by written contract. | offic | ials, c | mcers, and employees, wi | nile acti | ng within the | scope of thei | r authority, are included a | s additio | nal insured | | |
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| CE | RTIFICATE HOLDER | | | | CANC | ELLATION | | | | | | |
| | | | | | | | | | | | | |
| Jackson County Miles v. 1 | | | | | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN | | | | | | |
| Jackson County, Missouri Purchasing Department Jackson County Courthouse 415 East 12th Street Kansas City MO 64106 | | | | | ACCORDANCE WITH THE POLICY PROVISIONS. | | | | | | | |
| | | | | | AUTHORIZED REPRESENTATIVE | | | | | | | |
| | | | | | 2262 | | | | | | | |
| | | | | | | 0.0101 | | | | | | |