

## CONTRACT AGREEMENT

THIS AGREEMENT, is made and entered into by and between, Jackson County, Missouri, Party of the First Part and hereinafter called the Owner, and

Mid-America Golf & Landscape, Inc.

a MISSOURI CORPORATION Party of the Second Part and hereinafter called the Contractor,

### WITNESSETH

THAT WHEREAS, in accordance with law, the Owner has caused Contract Documents to be prepared and Invitation to Bid No. 56-22 for Jackson County Project: **Construction Services for the Furnishing and Installation of Infield Turf at the Frank White Jr. Sports Complex**, and

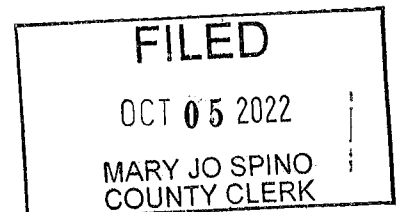
WHEREAS, the Contractor, in response to the Invitation to Bid, has submitted to the Owner, in the manner and at the time specified, a sealed bid in accordance with the terms of the Invitation to Bid, and

WHEREAS, the Owner, in the manner prescribed by law, has opened, examined, and canvassed the Bid submitted, and has determined the aforesaid Contractor to be the lowest and best bidder for the work and has duly awarded to the said Contractor, a contract therefor, for the sum or sums named in the Contractor's Bid, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, or themselves, and its, or their successors and assigns, and its, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall: (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good, substantial, and professional manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract Documents as defined, which are incorporated herein by reference as if fully set forth. The Contract Documents consist of all the of the following:

1. This Agreement
2. Performance Bond (together with power of attorney)
3. Introduction and Question Procedure
4. Bidding Requirements
5. Award Requirements
6. Purchasing Information
  - a. General Terms and Conditions
  - b. Certificate of Compliance Notice
  - c. Insurance Requirements
  - d. State of Missouri Wage Determinations
7. Purchasing Forms
  - a. Affidavit
  - b. Statement of No Bid
  - c. Acknowledge of Receipt of Addenda
  - d. Exhibit F Bidder's Exceptions to Specifications of Invitation to Bid
  - e. JCMO Contractor Utilization Plan
  - f. Excel Spreadsheet Bid Form



## CONTRACT AGREEMENT (cont.)

- g. Acknowledgement
- 8. Site Information
  - a. Olsson Geotechnical Report
- 9. Proposed Work, Local Conditions Affecting Work, Period of Performance
- 10. Safety Training
- 11. OSHA Training Requirements
- 12. Project Award
- 13. Public Works General Conditions
- 14. Technical Specifications

As included in the bid documents said documents forming the Contract Agreement and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance of the Owner of the Contractor's Bid.

**ARTICLE II.** That the Owner shall pay to the Contractor for the performance of the work embraced in this contract, and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the contract) of

One Million, Four Hundred Forty Seven Thousand, Five Hundred Thirty-Five Dollars and 00 cents

(\$ 1,447,535.00 ) for all work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in cash or its equivalent, in the manner provided in the General Conditions.

**ARTICLE III.** That the Contractor shall start work within ten (10) days following the date stipulated in a written order from the Owner to proceed with the work to be performed hereunder, and that the Contractor shall complete the work within the number of days, after the authorized starting date, stipulated in the attached Proposal.

**ARTICLE IV.** That the Contractor expressly warrants that they have employed no third person to solicit or obtain this contract in their behalf, or to cause or produce the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that they have not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith any brokerage, commission, or percentage upon the amount receivable by them here-under; and that they have not, in estimating the contract price demanded by them, included any sum by reason of any such brokerage, commission, or percentage, and that all monies payable to them hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner and that the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid. The Owner agrees to pay the Contractor in the manner and in the amount provided in the said specifications and Bid.

IN WITNESS WHEREOF, Jackson County, Missouri has caused by Resolution No. 21027

of August 22, 2022, these presents to be executed in its behalf by its duly authorized agent, and the said Party of the Second Part has hereunto set its hand and seal.

Recommended by:

Michele Newman  
Michele Newman  
Director of Parks + Rec

9-28-22  
Date

Frank White, Jr.  
Frank White, Jr.  
County Executive

10/3/2022  
Date

Approved to form this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Greg D. Holden for  
County Counselor

Attest: Mary Bruno  
Clerk of the Legislature



By: Jeff Porter  
Second Party (Contractor)

Attest: [Signature]

Bond No. 800006173



## PERFORMANCE BOND

Project Title: Construction Services for Furnishing and Installation of Infield Turf at the Frank White Jr. Sports Complex

KNOW ALL MEN BY THESE PRESENTS: That

Mid-America Golf & Landscape, Inc. as PRINCIPAL (CONTRACTOR), and  
Atlantic Specialty Insurance Company (SURETY), licensed to do business as such

in the State of NY hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Jackson County, Missouri, a constitutionally home rule chartered governmental organization, (COUNTY), as Obligee, in the penal sum of

One Million Four Hundred Forty Seven Thousand Five Hundred Thirty-Five Dollars and 00 cents

(\$ 1,447,535.00 ) 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 entered a Contract with COUNTY

for Construction Services for the Furnishing and Installation of Infield Turf which Contract, including any present or future amendment thereto, is incorporated herein by reference 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 including all duly authorized changes thereto, according to all the terms thereof, including those under which CONTRACTOR agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the Contract and, further, shall defend, indemnify, and hold harmless COUNTY from all damages, including but not limited to liquidated damages, loss and expense occasioned by any failure whatsoever of said CONTRACTOR and SURETY to fully comply with and carry out each and every requirement of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

WAIVER: That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the 22nd day of August, 2022.

**CONTRACTOR**

Name, address and facsimile number of Contractor  
Mid-America Golf & Landscape, Inc.

1621 SE Summit Street

Lee's Summit, MO 64081

Fax No. 816-524-0150

I hereby certify that I have authority to execute this document on behalf of Contractor.

By: 

Title: Sec / Treasur

(Attach corporate seal if applicable)

**SURETY**

Name, address and facsimile number of Surety:

Atlantic Specialty Insurance Company

605 Highway 169 North, Suite 800

Plymouth, MN 55441

Surety Phone No. 952-852-2431 Fax No. 866-213-2802

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: 

Title: Susan E. Miranda, Attorney-in-Fact

Date: September 16, 2022

(Attach seal and Power of Attorney)



## REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$ 1,447,535.00, which is hereby authorized.

  
Director of Finance and Purchasing

### ACCOUNT NUMBER(S) TO BE CHARGED:

Department	Account Number	Amount
013-1608	58260	\$1,447,535.00

FMS CONTRACT NUMBER ASSIGNED TO THIS CONTRACT: \_\_\_\_\_ PC 160822005 000 ML

### NOTICE TO CONTRACTORS

Under the laws of the State of Missouri, any changes made in this contract must be made in writing, approved of record by the County Legislature, Certified by the Manager, Division of Finance, and all made a matter of record before the County is liable therefore.

Director of Finance and Purchasing  
Jackson County, Missouri



# Power of Attorney

Surety Bond No: 800006173

Principal: Mid-America Golf & Landscape, Inc.  
Obligee: Jackson County, Missouri

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint Susan E. Miranda each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY, on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact;

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

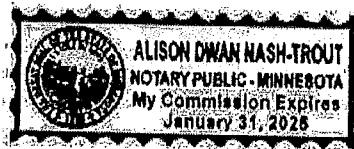
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

STATE OF MINNESOTA  
HENNEPIN COUNTY



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid; and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company;



*Alison Nash-Trout*  
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed, Dated 16th day of September, 2022.



*Christopher V. Jerry*  
Christopher V. Jerry, Secretary