

**CONTRACT/AGREEMENT**

This Contract/Agreement is made and entered into this 9th day of December, 2019, by and between Rand Construction Company ("**Contractor**") and the Department of Public Works, Jackson County, Missouri ("**Owner**").

WHEREAS, the parties enter this Contract/Agreement pursuant to which Contractor shall perform certain work for the construction and completion of improvements to the following property:

Project: New Electrical and Waterline Work for Jackson County Courthouse  
Address: 415 East 12<sup>th</sup> Street, Kansas City, MO 64106

(the "**Project**");

NOW, THEREFORE, in consideration of the premises, IT IS MUTUALLY AGREED:

1. **SCOPE OF WORK.** Contractor shall furnish all labor, equipment, materials and services for the construction of the improvements described in the following:

Owner's Request for Proposal No. PW08-19 issued November 7, 2019, 61 pages ("RFP")  
Rand Construction Company Proposal dated November 26, 2019 ("Proposal")

(the "**Work**").

2. **CONTRACT DOCUMENTS.** The parties' agreement with respect to the Work is contained in this Contract/Agreement and the RFP and Proposal, which are incorporated herein by reference as if fully set forth here.

3. **CONTRACT PRICE AND PAYMENT.**

(a) **Contract Price.** Owner shall pay Contractor for the Work the following sum:

Base Bid: Three Million Five Hundred Fifty-two Thousand Nine Hundred Dollars  
(\$3,552,900.00)

Alternate (Electrical for 12<sup>th</sup> Floor 208 Unit Sub-station): Three Hundred Nine  
Thousand Three Hundred Dollars (\$309,300.00)

(the "**Contract Price**").

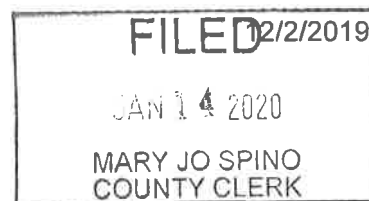
(b) **Progress Payments.** Owner shall make progress payments based on the progress of the Work thirty (30) days after receipt of monthly applications for payment on a form approved by Owner.

(c) **Final Payment.** Final payment shall be made upon substantial completion of the Project.

4. **TIME.**

(a) **Schedule.** Contractor shall comply with a mutually agreed schedule for performance of the Work.

(b) **Time Extensions.** If the Work is delayed by reason of fire, casualty, inclement weather or any other cause beyond Contractor's reasonable control, Owner shall grant an extension of time for completion of the Work commensurate with the period of such delay.



5. **CHANGES AND EXTRAS.** This Contract/Agreement and the Work shall only be changed, altered or otherwise modified as set forth in the RFP by a written Change Order.

6. **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable federal, state and local laws. Prior to commencement of the Work, Contractor shall furnish to Owner the compliance review forms for Contractor and its Subcontractors as set forth in the RFP.

7. **DEFAULT AND TERMINATION.** If either party fails to substantially perform any obligation hereunder, the other party may terminate this Contract/Agreement after seven (7) days written notice if such default is not cured within such notice period.

8. **INDEMNITY.** Contractor agrees to undertake the indemnification obligations as set forth in the RFP.

9. **INSURANCE AND BONDS.** Contractor agrees to procure the insurance coverage and provide Owner with a Certificate of Insurance evidencing such coverage as set forth in Exhibit A of the RFP prior to commencement of the Work. At Owner's request and expense, Contractor shall furnish payment and maintenance bonds.

10. **WARRANTY.** Contractor warrants and agrees to repair or replace any faulty or defective labor, equipment or materials it furnishes pursuant to this Contract/Agreement for a period of one (1) year from the date of substantial completion of the Work.

11. **LOCAL LAW GOVERNS.** This Contract/Agreement and all issues concerning the interpretation, performance or breach thereof shall be governed by the laws of the state of Missouri.

12. **ASSIGNMENT PROHIBITED.** Contractor shall not assign this Contract/Agreement without the prior, written consent of Owner.

13. **MERGER; AMENDMENT.** This Contract/Agreement and the other Contract Documents identified herein constitute the entire agreement between the parties and supersedes and takes precedence over any prior verbal promises, statements, negotiations, representations, bids, or proposals entered into, discussed, or exchanged by the parties. Amendments hereto shall not be binding unless agreed to in writing and signed by authorized representatives of both parties.

14. **OTHER PROVISIONS.** Contractor shall provide Owner a proposed alternate procedures ensuring a contingent safety plan in the event an emergency water or electrical outage occurs during the Work for Owner's approval, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have executed this Contract/Agreement on the day and year first mentioned above.

JACKSON COUNTY, MISSOURI

By: 

Frank White, Jr.  
County Executive

RAND CONSTRUCTION COMPANY

By: 

Dan Hinrichs, President

Federal Tax ID: 74-2274120

APPROVED AS TO FORM:



Bryan Covinsky  
County Counselor

ATTEST:



Mary Jo Spino  
Clerk of the Legislature

### REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this Agreement 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 \$ 3,862,200.00 which is hereby authorized.

12-13-2019  
Date

  
Director of Finance and Purchasing

ACCOUNT NUMBER(S) TO BE CHARGED:

Department	Account Number	Amount
Jackson County Public Works	013 5113 58020	\$3,862,200.00

FMS CONTRACT NUMBER ASSIGNED TO THIS CONTRACT: 511320190024  
MR



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2019

**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 rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Thomas McGee, L.C. 120 W 12th Street, Suite 1000 P.O. Box 419013 Kansas City MO 64105	<b>CONTACT NAME:</b> Nathan Hoover <b>PHONE (A/C, No, Ext):</b> 816-842-4800 <b>FAX (A/C, No):</b> 816-472-5018 <b>E-MAIL ADDRESS:</b> nhoover@thomasmcgee.com												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b> Rand Construction Company 1428 W. 9th Street Kansas City MO 64101	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>INSURER A :</b> Old Republic Insurance Co.</td> <td style="width: 20%; text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER B :</b> American Guarantee &amp; Liability Insurance</td> <td style="text-align: center;">24147</td> </tr> <tr> <td><b>INSURER C :</b> Endurance America Insurance Co</td> <td style="text-align: center;">26247</td> </tr> <tr> <td><b>INSURER D :</b></td> <td style="text-align: center;">10641</td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	<b>INSURER A :</b> Old Republic Insurance Co.	<b>NAIC #</b>	<b>INSURER B :</b> American Guarantee & Liability Insurance	24147	<b>INSURER C :</b> Endurance America Insurance Co	26247	<b>INSURER D :</b>	10641	<b>INSURER E :</b>		<b>INSURER F :</b>	
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**COVERAGES**

**CERTIFICATE NUMBER: 1071313366**

**REVISION NUMBER:**

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		MWZY 30717119	4/1/2019	4/1/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 307170 0019	4/1/2019	4/1/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTH-</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Jackson County RFP No. PW08-19 Electrical and Water Lines  
 Jackson County, Missouri, its agencies, officials, officers, and employees are included as additional insured when required by written contract.

<p><b>CERTIFICATE HOLDER</b></p> <p>Jackson County, Missouri                  303 W Walnut                  Independence MO 64050</p>	<p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE  </p>
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