

CONTRACT/AGREEMENT

This Contract/Agreement is made and entered into this 18th day of March, 2022, by and between Rand Construction Company ("**Contractor**") and 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: Construction Services for the 10th Floor Renovations at the Jackson County Courthouse

Address: 415 East 12th 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. 1-22 issued January 18, 2022, 127 pages including Architect's construction plans and Volumes 1 & 2 project manuals ("RFP") Rand Construction Company Proposal dated February 22, 2022 ("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. In the event of a conflict among the provision of the terms of any of these documents, the term of the document mentioned earlier in the following order shall prevail: 1.) this Agreement; 2.) Contractor's Proposal; and 3.) Owner's RFP.

3. **CONTRACT PRICE AND PAYMENT.**

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

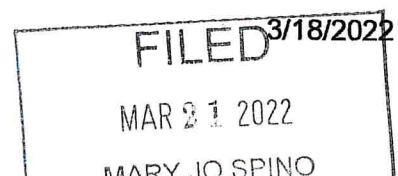
Base Bid: One Million Eight Hundred Fifty-Five Thousand Five Hundred Dollars and 00 Cents (\$1,855,500.00)

Unit Price (Flat Plaster Removal & Replacement, Flat Plaster Patch – Type Repair, Plaster Crack Repair, and Running Wood Trim (Base, Door Casing): Twenty-One Thousand Seven Hundred Fifty Dollars and 00 Cents (\$21,750.00)

15% Non-Contractual Contingency ((Base Bid + Unit Prices x 15%): Two Hundred Eighty-One Thousand Six Hundred Fifty Dollars and 00 Cents (\$281,650.00)

Premium Charge for the required overtime and expediting materials less the temporary wall cost in the bid: Fifteen Thousand Four Hundred Dollars and 00 Cents (\$15,400.00)

Total Contract Cost for the above items: Two Million One Hundred Seventy-



Four Thousand Three Hundred Dollars and 00 Cents (\$2,174,300.00)
(the "**Contract Price**").

- (b) **Progress Payments.** Owner shall make payments based on a percentage of the Work completed 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, changes ordered in the Work, labor disputes, epidemic, pandemic, government orders or embargoes, material or equipment delays, shortages or unavailability, supply chain disruptions or delays or any other cause beyond Contractor's and Owner's agreed upon 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

RAND CONSTRUCTION COMPANY

By: [Signature]
Frank White, Jr.
County Executive

By: [Signature]
Dan Hinrichs, President

Federal Tax ID: 74-2274120

APPROVED AS TO FORM:

ATTEST:

[Signature]
Bryan Coninsky
County Counselor

[Signature]
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 \$ 2,174,300.00 which is hereby authorized.

3-21-2022
Date

[Signature]
Director of Finance and Purchasing

ACCOUNT NUMBER(S) TO BE CHARGED:

Department	Account Number	Amount
1241	58020	2,174,300

FMS CONTRACT NUMBER ASSIGNED TO THIS CONTRACT: PC 124122003 000
m