

## CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between **Jackson County, Missouri**, hereinafter called "the Owner," and **Brandy Electric, Inc.**, hereinafter called "the Contractor."

### WITNESSETH:

WHEREAS, in accordance with law, the Owner has caused contract documents to be prepared and an Advertisement calling for bids to be published for and in connection with Jackson County **Project: Lighting Systems, County Project/Bid Number: 3-21**, and

WHEREAS, the Contractor, in response to the Advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed Bid in accordance with the terms of the Advertisement, 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 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 and its successors and assigns, as follows:

ARTICLE I. 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) perform, execute, construct and complete all work in a good, substantial, and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as defined in the General Conditions, Special Provisions, and Technical Specifications that are a part of the **Owner' Bid No. 3-21**, said documents forming a part of this Contract and being as fully a part thereof as if repeated verbatim herein, 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. 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, One Hundred Forty Thousand, Seven Hundred Dollars (\$1,140,700.00)**, minus any unused Force Account funds, 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, upon receipt of Contractor's monthly invoice, in an amount based on percentage of work completed. Owner's payment to Contractor for materials stored on Owner's premises does not relieve the contractor of its contractual obligation to secure and be responsible for such materials until final acceptance of the Project by the Owner.

ARTICLE III. 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 the Contractor shall complete the work within the number of days, after the authorized starting date,

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MARY JO SPINO  
COUNTY CLERK

stipulated in the Contractor's Bid.

ARTICLE IV. The Contractor expressly warrants that it has employed no third person to solicit or obtain this Contract in his 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 it has 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 it hereunder; and that it has not, in estimating the contract price demanded by it, included any sum by reason of any such brokerage, commission, or percentage, and that all monies payable to it 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, upon final acceptance of the Project.

ARTICLE V. Warranty. Contractor is responsible for all upgrades to existing electrical infrastructure, including controllers, contacts, switch gear, underground wiring, and all other electrical system components, necessary to successfully install and operate all new lighting systems equipment. No Change Orders will be approved for any on-site electrical system upgrades. Contractor shall warrant all specified lighting system structures, equipment, and performance for a period of twenty-five (25) years from date of acceptance by the Owner. All equipment shall remain free of defect during the warranty period, and the warranty shall include labor and any maintenance work needed on all specified lighting equipment. Further, Contractor shall warrant all new and existing electrical system structures and equipment necessary to operate all new lighting systems in a good and working order and be free from defects for a period of ten (10) years from date of acceptance by County. Contractor shall provide all delivery and labor for repair or replacement of any defective components of the lighting and electrical systems, of like kind, to match existing material and workmanship during the term of the Warranties. This warranty coverage requirement does not include damage from theft or vandalism.

ARTICLE VI. Entire Agreement. This Contract, together with the Owner's Bid No. 3-21 and the Contractor's Bid submitted in response thereto shall constitute the entire agreement and understanding of the Parties regarding the Project. In the event of a conflict among the terms of any of these documents, the term contained in the document listed first in the following order shall prevail: 1.) this Contract; 2.) the Owner's Bid No. 3-21; and 3.) the Contractor's Bid submitted in response to the Owner's Bid No. 3-21.

IN WITNESS WHEREOF, Jackson County, Missouri has caused by **County Bid No. 3-21 issued December 29, 2020**, these presents to be executed in its behalf by its duly authorized agent, and the Contractor has hereunto set its hand and seal.

Recommended by:

  
\_\_\_\_\_  
Michele Newman  
Director of Parks + Rec

4-23-21  
Date

Approved by:


  
Bob Crutsinger,  
Director of Finance

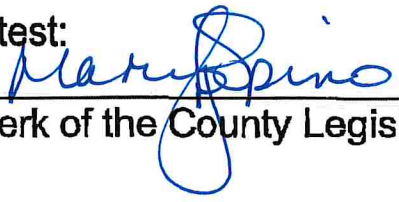
4-1-2021  
Date

Approved to form this 27<sup>th</sup> day of April, 2021

  
County Counselor



By:   
Contractor

Attest:  
  
Clerk of the County Legislature

**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 \$ 1,140,700.00, which is hereby authorized.

  
\_\_\_\_\_  
Director of Finance and Purchasing

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

<b>Department</b>	<b>Account Number</b>	<b>Amount</b>
Parks + Rec	003-1608-58060	\$1,140,700.00

**FMS CONTRACT NUMBER ASSIGNED TO THIS  
CONTRACT:** PC 160821002 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 and certified by the Director of Finance and Purchasing, and all made a matter of record before the County is liable therefor.

Director of Finance and Purchasing  
Jackson County, Missouri