

Request for Legislative Action

Res. #20896
Sponsor: Charlie Franklin
Date: March 7, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20896
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	3/7/2022

Introduction
Action Items: ['Award']
Project/Title:
Awarding a Contract for Renovation Services for Improvements to the 10th Floor of the Downtown Courthouse to Rand Construction of Kansas City, Missouri in the amount of \$2,174,300; under the Terms and Conditions of RFP 1-22.

Request Summary
<p>In conjunction with the 16th Circuit Court, the County requests the use of Capital Improvement Funds to award a contract for construction services to Rand Construction of Kansas City, Missouri for the completion of work within the existing Division 50 courtroom of the Downtown Courthouse. It is the intent to create a fully ADA accessible courtroom and support space with appropriate and modern accommodations to relocate Division 1. RFP 1-22 was issued by Purchasing to accomplish the necessary project requirements.</p> <p>Notifications were distributed by the Purchasing Division of the Finance Department with two responses received. An evaluation committee was assembled to deliberate the responses received and to select a preferred vendor. The committee included associates from the Circuit Court, Legislative Office and Public Works. The evaluation committee unanimously selected the preferred vendor to be Rand Construction.</p> <p>The recommended response provided the quote for services as follows:</p> <p>Base Bid: \$1,870,900 Unit Allowances: \$21,750 <u>Contingency: \$281,650</u> Total Project Cost: \$2,174,300</p> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department and the Director of Public Works recommend the award of a contract for Renovation Services for Improvements to the 10th Floor of the Downtown Courthouse to Rand Construction of Kansas City, Missouri as the best proposal received.</p>

Contact Information			
Department:	Public Works	Submitted Date:	2/28/2022
Name:	Brian Gaddie	Email:	BGaddie@jacksongov.org
Title:	Director of Public Works	Phone:	816-881-4496

Request for Legislative Action

Budget Information			
Amount authorized by this legislation this fiscal year:			\$2,174,300
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$2,174,300
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
013 (County Improvement Fund)	1241 (DTCH Repairs & Improvements)	58020 (Buildings & Improvements)	\$2,174,300

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Not Applicable
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Reviewed for Goals:	
MBE:	20.10%
WBE:	13.30%
VBE:	9.50%
Prevailing Wage	
Construction projects over \$75000	['Separate bid']

Fiscal Information	
<ul style="list-style-type: none"> • There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered. 	

Request for Legislative Action

History

Brian Gaddie at 2/28/2022 2:59:25 PM - [Submitted |]
Department Director: Kristina J. Johnson at 2/28/2022 3:14:07 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/28/2022 3:47:13 PM - [Approved |]
Compliance: Katie M. Bartle at 2/28/2022 4:05:21 PM - [Returned for more information | Returned per department director request.]
Submitter: Brian Gaddie at 2/28/2022 4:14:15 PM - [Submitted | Corrected a formulaic error on the Budget Info tab.]
Department Director: Brian Gaddie at 2/28/2022 4:24:23 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/28/2022 4:44:25 PM - [Approved |]
Compliance: Katie M. Bartle at 3/1/2022 4:23:16 PM - [Approved |]
Finance (Budget): Mark Lang at 3/1/2022 4:51:55 PM - [Approved | The fiscal note is attached.]
Executive: Troy Schulte at 3/2/2022 11:12:23 AM - [Approved |]
Legal: Elizabeth Freeland at 3/3/2022 2:27:41 PM - [Returned for more information | Revisions needed per email conversation with Jay. Thanks!]
Submitter: Brian Gaddie at 3/3/2022 4:42:16 PM - [Submitted | Corrected formulaic error.]
Department Director: Lisa Honn at 3/3/2022 4:48:45 PM - [Returned for more information | Returning at Gaddie's request and Kristina's absence. LH]
Submitter: Brian Gaddie at 3/3/2022 5:28:31 PM - [Submitted | Revised]
Department Director: Lisa Honn at 3/3/2022 5:38:30 PM - [Approved | Approving at Gaddie's request and Kristina's absence.]
Finance (Purchasing): Barbara J. Casamento at 3/4/2022 10:03:48 AM - [Approved |]
Compliance: Katie M. Bartle at 3/4/2022 10:26:50 AM - [Approved |]
Finance (Budget): Mark Lang at 3/4/2022 11:23:19 AM - [Approved |]
Executive: Troy Schulte at 3/4/2022 11:43:48 AM - [Approved |]
Legal: Elizabeth Freeland at 3/4/2022 12:32:23 PM - [Approved |]

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# 124122003 000

Date: March 1, 2022

RES # 20896
eRLA ID #: 421

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
<u>013</u> County Improvement Fund		
<u>1241 DTCH Repairs & Improvements</u>	<u>58020 Buildings & Improvements</u>	<u>\$ 2,174,300</u>
		<u><u>\$ 2,174,300</u></u>

APPROVED
By Mark Lang at 4:51 pm, Mar 01, 2022

Budget Office

ABSTRACT OF BIDS

Request for Proposal No. 1-22 Construction Services 10th Floor Remodel Opens: 2:05 PM, CDT on 2/22/22	NO	DESCRIPTION	UNIT	QTY	Vendor #1 RAND	Vendor #2 Universal
	1	10th Floor Remodel			see bid	see bid

CERTIFICATION OF BID OPENING
BIDS WERE PUBLICLY
OPENED AND RECORDED
ON: 2-22-2022, BY
Hina Saisa
CLERK OF THE LEGISLATURE
[Signature]
PURCHASING

5.7.8 - Quotation Sheet

Jackson County Missouri Request for Proposal No. 1-22
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information and records are confidential and will not be disclosed or made available to anyone outside the County organization unless authorized to do so by the County to do so in writing.

7.6.3 Complete Agreement: Parties agree that this Contract together with Jackson County, Missouri Request for Proposal No. 1-22 and Respondent's response thereto constitute the complete and exclusive agreement between parties which supersedes all prior understandings or agreements, oral or written, and all other communications between parties relating to the subject matter of this Contract.

7.6.4 Notices: any notice which either party shall be required by the Contract to give the other shall be in writing and delivered by mail addressed to the respective parties as follows, or to such other addresses, as the representative parties may designate from time to time:

County: Jackson County, Missouri
415 East 12th Street, Room 105
Kansas City, Missouri 64106

Respondent: Universal Construction Company, Inc.
1615 Argentine Blvd.
Kansas City, KS 66105

8.0 QUESTIONS

- 8.1 All questions regarding this Request for Proposal must be in writing and emailed as detailed under General Conditions, Item Number Five on Page Seven of this Request for Proposal by 5:00 PM, CST on February 8, 2022.
- 8.2 Point of Contact for this Request for Proposal is Barbara Casamento, email address is bcasamento@jacksongov.org.
- 8.3 All questions will be answered and published on the County's website in the form of Addenda.
- 8.4 Respondent must check for Addenda prior to submitting their proposal.
- 8.5 Respondent's and their agents (including subcontractors, personnel, consultants or anyone else acting on their behalf) must follow this procedure. Respondent's or their agents may not contact any other County personnel regarding matters covered by this Request for Proposal during the solicitation and evaluation process. Inappropriate contacts are grounds for the **REJECTION OF Respondent's proposal.**

9.0 QUOTATION SHEET

9.1 Base Bid for the 10th Floor Courtroom Renovations (includes delivery and installation): Single-Prime (All Trades) Contract: The undersigned Respondent hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances and alternates, necessary to complete the construction of the 10th Floor Courtroom Renovations, according to the provisions of this Request for Proposal and all of its attachments, for the stipulated sum of:

2,194,170 Dollars \$ 2,194,170

Two million one hundred ninety four thousand one hundred seventy

9.2 The above Base Bid includes all allowances identified in the contract sections:

_____ yes _____ no

9.3 The County will request that the apparent low bidder submit their schedule of values or costs for any item in the bid and discuss/negotiate a lesser price for the items.

9.4 The above Base Bid does not include alternates identified in contract sections. The price for all alternates are listed individually below and are bid in addition to the base bid:

Item No.	Description	Quantity	Units	Unit Price	Total Price
	UNIT PRICE ITEMS				
01	Flat Plaster Removal and Replacement	50	Square Feet	\$	\$
02	Flat Plaster Patch - Type Repair	20	Square Feet	\$	\$
03	Plaster Crack Repair	50	Linear Feet	\$	\$
04	Running Wood Trim (Base, Door Casing)	10	Linear Feet	\$	\$
	Total Unit Price Items				\$ 19,000

The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate the available funds. *assume \$15,000 allowance, missing prices to complete unit prices*

9.5 15% Non-Contractual Contingency: The Respondent shall perform other unforeseen work as Contingency (Force Account), for which there is no condition included in the Contract, whenever it is necessary in-contract allowance allocations, if applicable. Payment for these items shall be made in accordance with bid unit prices where the requested work is covered by an item listed in the proposal. If the work is not represented by a unit price listed in the proposal, payment will be in accordance with the Jackson County Public Works General Conditions and specifically GC-35 Extra Work.

9.6 Contingency: Contractual Sub-Total (Base Bid + Unit Prices) x 15% =

three hundred thirty-three thousand Dollars \$ 313,375
one hundred thirty seven

9.7 Project Duration: Respondent agrees to complete this project in 60 working days (a maximum of Sixty Working Days).

9.8 Respondent's Signature: *John Shortall*

Company Name: Universal Construction Company, Inc.	Phone: 913.342.1150
Company Address: 1615 Argentine Blvd. Kansas City, KS 66105	Cell Phone: 913.927.3992
Point of Contact: John Shortall	Email: jshortal@universalconstruction.net
Title: Vice President <i>John Shortall</i>	
Signature:	

VE deduct if LO's are waived \$100,000



1428 W. 9th Street
Kansas City, MO 64101
P. 816.421.4143
F. 816.421.4144
www.randsc.com

Jackson County Courthouse
10th Floor Courtroom Renovation
Request for Proposal No. 1-22

5.7.8 – Quotation Sheet



information and records are confidential and will not be disclosed or made available to anyone outside the County organization unless authorized to do so by the County to do so in writing.

- 7.6.3 Complete Agreement: Parties agree that this Contract together with Jackson County, Missouri Request for Proposal No. 1-22 and Respondent's response thereto constitute the complete and exclusive agreement between parties which supersedes all prior understandings or agreements, oral or written, and all other communications between parties relating to the subject matter of this Contract.
- 7.6.4 Notices: any notice which either party shall be required by the Contract to give the other shall be in writing and delivered by mail addressed to the respective parties as follows, or to such other addresses, as the representative parties may designate from time to time:

County: Jackson County, Missouri
415 East 12th Street, Room 105
Kansas City, Missouri 64106

Respondent: Rand Construction Company
1428 W. 9th Street
Kansas City, MO 64101

8.0 QUESTIONS

- 8.1 All questions regarding this Request for Proposal must be in writing and emailed as detailed under General Conditions, Item Number Five on Page Seven of this Request for Proposal by 5:00 PM, CST on February 8, 2022.
- 8.2 Point of Contact for this Request for Proposal is Barbara Casamento, email address is bcasamento@jacksongov.org.
- 8.3 All questions will be answered and published on the County's website in the form of Addenda.
- 8.4 Respondent must check for Addenda prior to submitting their proposal.
- 8.5 Respondent's and their agents (including subcontractors, personnel, consultants or anyone else acting on their behalf) must follow this procedure. Respondent's or their agents may not contact any other County personnel regarding matters covered by this Request for Proposal during the solicitation and evaluation process. Inappropriate contacts are grounds for the **REJECTION OF Respondent's proposal.**

9.0 QUOTATION SHEET

- 9.1 Base Bid for the 10th Floor Courtroom Renovations (includes delivery and installation); Single-Prime (All Trades) Contract: The undersigned Respondent hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances and alternates, necessary to complete the construction of the 10th Floor Courtroom Renovations, according to the provisions of this Request for Proposal and all of its attachments, for the stipulated sum of:

One Million Eight Hundred Fifty Five Thousand Five Hundred Dollars \$ 1,855,500.00

9.2 The above Base Bid includes all allowances identified in the contract sections:

 X yes no

9.3 The County will request that the apparent low bidder submit their schedule of values or costs for any item in the bid and discuss/negotiate a lesser price for the items.

9.4 The above Base Bid does not include alternates identified in contract sections. The price for all alternates are listed individually below and are bid in addition to the base bid:

Item No.	Description	Quantity	Units	Unit Price	Total Price
	UNIT PRICE ITEMS				
01	Flat Plaster Removal and Replacement	50	Square Feet	\$ 80.00	\$ 4,000.00
02	Flat Plaster Patch – Type Repair	20	Square Feet	\$ 75.00	\$ 1,500.00
03	Plaster Crack Repair	50	Linear Feet	\$ 305.00	\$ 15,250.00
04	Running Wood Trim (Base, Door Casing)	10	Linear Feet	\$ 100.00	\$ 1,000.00
	Total Unit Price Items				\$ 21,750.00

The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate the available funds.

9.5 15% Non-Contractual Contingency: The Respondent shall perform other unforeseen work as Contingency (Force Account), for which there is no condition included in the Contract, whenever it is necessary in-contract allowance allocations, if applicable. Payment for these items shall be made in accordance with bid unit prices where the requested work is covered by an item listed in the proposal. If the work is not represented by a unit price listed in the proposal, payment will be in accordance with the Jackson County Public Works General Conditions and specifically GC-35 Extra Work.

9.6 Contingency: Contractual Sub-Total (Base Bid + Unit Prices) x 15% =

Two Hundred Eighty One Thousand Five Hundred Eighty Eight Dollars \$ 281,588.00

9.7 Project Duration: Respondent agrees to complete this project in **60 working days (a maximum of Sixty Working Days). ****SEE EXCEPTIONS PAGE**

9.8 Respondent's Signature: 


Company Name: Rand Construction Company	Phone: (816) 421-4143
Company Address: 1428 W. 9th Street Kansas City, MO 64101	Cell Phone: (816) 918-9723
Point of Contact: Matt Hall	Email: matt@randsc.com
Title: Project Manager	
Signature: 	

EXHIBIT F
RESPONDENT'S EXCEPTIONS
TO
SCOPE OF SERVICES
OF
JACKSON COUNTY, MISSOURI REQUEST FOR PROPOSAL NO. 1-22

Respondent's attention is directed to Paragraph 4 of the General Conditions of this Request for Proposal. **READ THIS PARAGRAPH CAREFULLY.**

The following exceptions to the Scope of Services for Request for Proposal No. 1-22 are requested by the undersigned Respondent:
(Use additional pages, as necessary.)

REFERENCE PARA # & PAGE #	EXCEPTION REQUESTED
	SEE ATTACHED EXCEPTIONS SHEET

Name of Firm: Rand Construction Company

Signature of Respondent: 



1428 W. 9th Street
Kansas City, MO 64101
P. 816.421.4143
F. 816.421.4144
www.randsc.com

**Jackson County Courthouse 10th Floor Renovation- Project 1-22
Rand Construction Company Proposal**

Exhibit F- Exceptions

- Due to potential supply chain limitations related to the COVID-19 pandemic, Rand will not be liable for liquidated damages associated with material delays or delivery of this project. We are providing the following information and plans in an effort to mitigate any delays in achieving occupancy by June 30th, 2022. The understanding being that the space will be available for occupancy but not 100% complete.
- In order to be as complete as possible, we would request the Notice of Award and a partial Notice to Proceed with submittals be issued no later than March 10th, 2022. As soon as this is received, we will proceed with submittals and request an expedited review. This will allow us to release items into production as soon as possible and be closer to receiving materials before the full Notice to Proceed is issued and mobilization occurs. The project has a 60 calendar day duration which will require us to mobilize on-site approximately May 2nd 2022.
- At the time of proposal, Rand has identified the following items as potential delays due to long lead times and material availability. All delivery quotes are from time of submittal approval.
 - Hollow metal frames are – 10 weeks
 - Wood doors – 35 weeks
 - Door Hardware – 20 weeks
 - Casework – 30 weeks
 - Flooring is currently in stock but has a 4 week delivery/laser cutting process. If the material is no longer in stock by the time submittals are approved, the lead time increases to 12 weeks.
- In an effort to make the space available for occupancy, we are providing the following options:
 - We will provide temporary doors and hardware that will be lockable to provide security as needed.
 - We will install a temporary wood wall at the front of the judge's bench with temporary tables and stain to match the required finishes. This will be removed and replaced with the permanent casework as soon as it is delivered. Once the permanent casework is set, we will measure for the solid surface and put into production.
- If the county has downtime after the occupancy date, we will coordinate with the county on the installation dates. If this is not an option, we will complete the work on nights and weekends. We will schedule the work to occur in a manner that the spaces will be clean and operational by the next working day.



Both respondents were queried to whether or not casework could be expedited to meet the project goals. The following is the email response from Rand Construction regarding casework expediting:

I have received feedback from our casework manufacturer and propose the following plan.

If a Notice of Award can be issued the week of March 7th, we can have shop drawings to the architect by March 21st. We would need these reviewed and returned to us the following week so we can order materials. Materials will be ordered based on the Approved shop drawings. Once materials arrive, we will proceed with fabrication. In order to meet the schedule, the fabrication will require overtime and our fabricator has confirmed they have the manpower to support it. We will expedite the material deliveries to the fab shop and be in production mid to late April. This will allow us time build, deliver and install the casework, stained and finished by June 30th. The solid surface caps at the rails will follow and come after the June 30th date but I don't think that is a show stopper. They are 10-15 days after template is completed. Template will be made once the casework is all in place. We will get the templates going as soon as possible obviously. We will also continue to do everything we can to improve on these schedules as we move along.

The premium charge for the required overtime and expediting materials less the temporary wall cost in the bid is \$15,400.00.

As you know, we have other items that have long lead times which still stands true as outlined in our proposal. The partial notice to proceed and getting submittals going early will obviously help in getting all materials sooner. We did get feedback on some of the HVAC equipment which has an 8-10 week lead time. They gave us a \$1,200 add for expedited delivery. However, with the early submittal process this can be avoided.

Please note that we cannot control what happens in the future with the supply chain issues everyone currently has. This plan is based on the information we have at this time and is accurate at this time.

Please do not hesitate to contact me should you have any questions or need anything else from me.

Thanks,
Matt Hall
Rand Construction Company
1428 West 9th Street
Kansas City, MO 64101
Ofc: 816-421-4143
Fax: 816-421-4144
Cell: 816-918-9723

RFP 1-22 - 10th Floor Renovations

RFP 1-22 - COMPOSITE EVALUATION COMMITTEE SCORE SHEET

2/25/2022

CONTRACTOR NAME	AVERAGE INDIVIDUAL RANKING FOR EACH CONTRACTOR					Avg of Scores	Ranking of Contractor
	Member 1	Member 2	Member 3	Member 4	Member 5		
<i>Rand Construction</i>	73	73	72	89	83	78.00	2
<i>Universal Construction</i>	64	50	52	77	68	62.20	1

CONTRACT/AGREEMENT

This Contract/Agreement is made and entered into this ____ day of _____, 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.

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 Five Hundred Eighty-Eight Dollars and 00 Cents (\$281,588.00)

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 Two Hundred Thirty-Eight Dollars and 00 Cents

(\$2,174,238.00)

(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

RAND CONSTRUCTION COMPANY

By: _____
Frank White, Jr.
County Executive

By: _____
Dan Hinrichs, President

Federal Tax ID: _____

APPROVED AS TO FORM:

ATTEST:

Bryan Convinsky
County Counselor

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 \$ 2,174,238.00 which is hereby authorized.

Date

Director of Finance and Purchasing

ACCOUNT NUMBER(S) TO BE CHARGED:

Department	Account Number	Amount

FMS CONTRACT NUMBER ASSIGNED TO THIS CONTRACT: _____