

**CONTRACT/AGREEMENT**

This Contract/Agreement is made and entered into this 7th day of June, 2022, by and between John A Marshall 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: Furnishing and Installation Services of Furniture, Fixtures, and Equipment for the 10<sup>th</sup> Floor Courtroom at the 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. 40-22 issued April 7, 2022, 57 pages including Architect's construction plans and project manual ("RFP"); and John A Marshall Company Proposal dated May 6, 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 Hundred Four Thousand Seven Hundred Twenty-Four Dollars and 00 Cents (\$104,724.00)

15% Non-Contractual Contingency for Prime Time Installation and Removal of Existing Furniture in the Courtroom ((Base Bid x 15%): Fifteen Thousand Seven Hundred Nine Dollars and 00 Cents (\$15,709.00)

Total Contract Cost for the above items: One Hundred Twenty Thousand Four

**FILED**  
JUN 22 2022  
MARY JO SPINO  
COUNTY CLERK

Hundred Thirty-Three Dollars and 00 Cents (\$120,433.00)

(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. No payment, performance and maintenance bonds required for this project.

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.

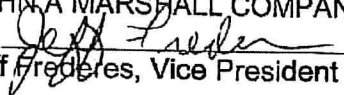
12. **ASSIGNMENT PROHIBITED.** Contractor shall not assign this Contract/Agreement without the prior, written consent of Owner.

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:   
Bob Crutsinger  
Director of Finance and Purchasing

JOHN A MARSHALL COMPANY  
By:   
Jeff Frederes, Vice President  
Federal Tax ID: 481034002

APPROVED AS TO FORM:

  
Bryan Convinsky  
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 \$ 120,433.00 which is hereby authorized.

Date 6-16-2022

  
Director of Finance and Purchasing  
CT 124122004 MR

ACCOUNT NUMBER(S) TO BE CHARGED:

Department	Account Number	Amount

FMS CONTRACT NUMBER ASSIGNED TO THIS CONTRACT: \_\_\_\_\_