

CONTRACT AGREEMENT

THIS AGREEMENT, is made and entered into by and between, Jackson County, Missouri, Party of the First Part and hereinafter called the Owner, and

UNIVERSAL CONSTRUCTION CO., INC.

a KANSAS CORPORATION Party of the Second Part and hereinafter called the Contractor,

WITNESSETH

THAT WHEREAS, in accordance with law, the Owner has caused Contract Documents to be prepared and **Invitation to Bid No. 41-22** for Jackson County Project: ***Construction Services for the Health Department Renovations, JCPW Project No. 3267***, and

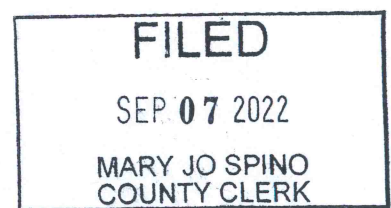
WHEREAS, the Contractor, in response to the Invitation to Bid, has submitted to the Owner, in the manner and at the time specified, a sealed bid in accordance with the terms of the Invitation to Bid, and

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 attached to and 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, or themselves, and its, or their successors and assigns, and its, or their executors and administrators, as follows:

ARTICLE I. That 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) in a good, substantial, and professional manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract Documents as defined, which are incorporated herein by reference as if fully set forth. The Contract Documents consist of all the of the following:

1. This Agreement
2. Performance Bond (together with power of attorney)
3. Introduction and Question Procedure
4. Bidding Requirements
5. Award Requirements
6. Purchasing Information
 - a. General Terms and Conditions
 - b. Certificate of Compliance Notice
 - c. Insurance Requirements
 - d. State of Missouri Wage Determinations
7. Purchasing Forms
 - a. Affidavit
 - b. Statement of No Bid
 - c. Acknowledge of Receipt of Addenda
 - d. Exhibit F Bidder's Exceptions to Specifications of Invitation to Bid
 - e. JCMO Contractor Utilization Plan
 - f. Excel Spreadsheet Bid Form



CONTRACT AGREEMENT (cont.)

- g. Acknowledgement
- 8. Public Works Information
 - a. Piper-Wind Architects Project Manual Volume 1 and 2, Architects Plans, Registered Truck Driver Ordinance, Contractor License Requirements
- 9. Proposed Work, Local Conditions Affecting Work, Period of Performance
- 10. Liquidated Damages
- 11. Safety Training
- 12. OSHA Training Requirements
- 13. Project Award
- 14. Public Works Forms
 - a. Equipment Questionnaire, List of Contracts on Hand, Annual Worker Eligibility Verification Affidavit, List of Intended Subcontractors, OSHA Ten Hour Training
 - b. Sample Contract Agreement
- 15. Public Works General Conditions
- 16. Public Works Special Conditions
- 17. Public Works Technical Specifications

As included in the bid documents said documents forming the Contract Agreement and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work 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. That 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

Three Million, Six Hundred Eleven Thousand, Four Hundred Forty-One Dollars and 00 cents

(\$ 3,611,441.00) 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, in the manner provided in the General Conditions.

ARTICLE III. That 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 that the Contractor shall complete the work within the number of days, after the authorized starting date, stipulated in the attached Proposal.

ARTICLE IV. That the Contractor expressly warrants that they have employed no third person to solicit or obtain this contract in their 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 they have 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 them here-under; and that they have not, in estimating the contract price demanded by them, included any sum by reason of any such brokerage, commission, or percentage, and that all monies payable to them 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.

CONTRACT AGREEMENT (cont.)

IN WITNESS WHEREOF, Jackson County, Missouri has caused by Resolution No. 21025

of August 8, 2022, these presents to be executed in its behalf by its duly authorized agent, and the said Party of the Second Part has hereunto set its hand and seal.

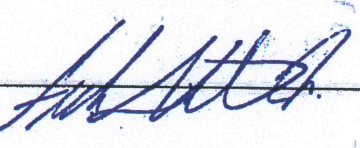
Recommended by:



Brian Gaddie, P.E.
Director of Public Works

9.1.22

Date

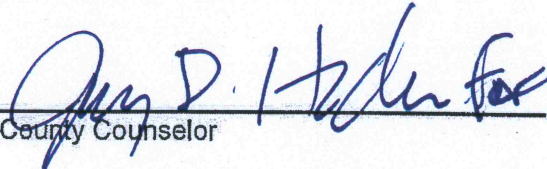


Frank White, Jr.
County Executive


9.6.2022

Date

Approved to form this _____ day of _____, 2022.

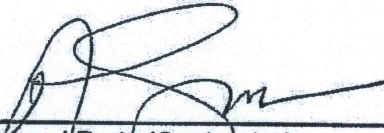


County Counselor

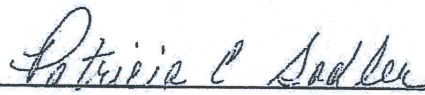
Attest: 

Clerk of the Legislature



By: 

Second Party (Contractor)

Attest: 





PERFORMANCE BOND

Project Number 3267
Project Title: Construction Services for the Health Department Renovations

KNOW ALL MEN BY THESE PRESENTS: That

UNIVERSAL CONSTRUCTION CO., INC., as PRINCIPAL (CONTRACTOR), and
Hartford Fire Insurance Company, (SURETY), licensed to do business as such

in the State of CT, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Jackson County, Missouri, a constitutionally home rule chartered governmental organization, (COUNTY), as Obligee, in the penal sum of

Three Million, Six Hundred Eleven Thousand, Four Hundred Forty-One Dollars and 00 cents

(\$ 3,611,441.00) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered a Contract with COUNTY

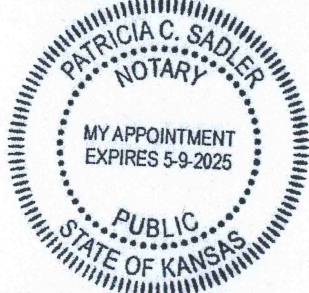
for Construction Services for the Health Department Renovations which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract including all duly authorized changes thereto, according to all the terms thereof, including those under which CONTRACTOR agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the Contract and, further, shall defend, indemnify, and hold harmless COUNTY from all damages, including but not limited to liquidated damages, loss and expense occasioned by any failure whatsoever of said CONTRACTOR and SURETY to fully comply with and carry out each and every requirement of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the 18th day of AUGUST, 2022.

Attest: *Patricia C. Sadler*



(Attach corporate seal if applicable)

CONTRACTOR

Name, address and facsimile number of Contractor

Universal Construction Company, Inc.
1615 Argentine Blvd
Kansas City, KS 66105
(913) 342-1151

I hereby certify that I have authority to execute this document on behalf of Contractor.

By: *[Signature]*
Title: PRESIDENT

SURETY

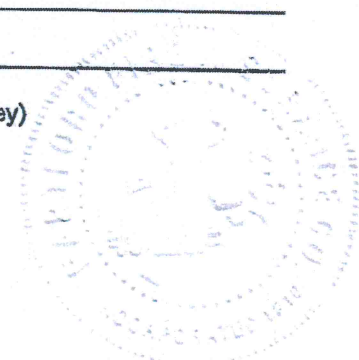
Name, address and facsimile number of Surety:

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155-0001
(860) 221-3963

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: *[Signature]*
Susan E. Miranda
Title: Attorney-in-Fact
Date: _____


(Attach seal and Power of Attorney)



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

\$ 3,611,441.00, which is hereby authorized.


~~Manager, Division of Finance~~
Director of Finance

ACCOUNT NUMBER(S) TO BE CHARGED:

Department	Account Number	Amount
7802	56790	\$3,611,441

FMS CONTRACT NUMBER ASSIGNED TO THIS
CONTRACT: PC 780222008 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 by the County Legislature, Certified by the Manager, Division of Finance, and all made a matter of record before the County is liable therefore.

Manager, Division of Finance
Jackson County, Missouri

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
 Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: SurePath

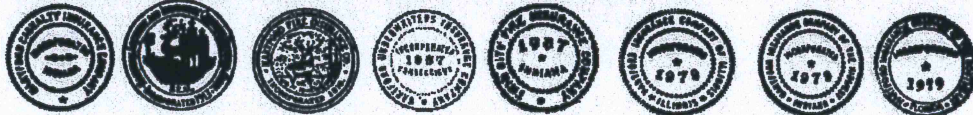
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint **Susan E. Miranda of Kansas City, MO**

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 37BCSHJ7595 on behalf of Universal Construction Company, Inc. naming Jackson County, Missouri as Obligee in the amount of See Bond Form on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

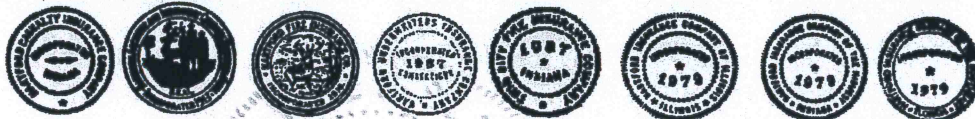


Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

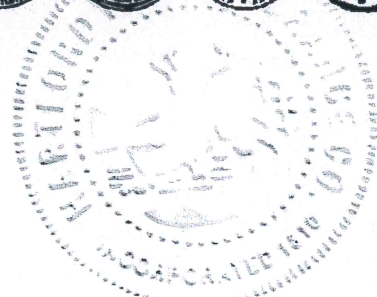
I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 18, 2022

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President





8/18/2022

Jackson County, Missouri
303 West Walnut Street
Independence, MO, 64050

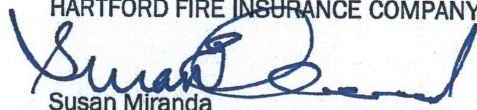
RE:	Contractor:	Universal Construction Company
	Bond No:	37BCSHJ7595
	Contract Price:	\$3,611,441.00
	Project:	Construction Services for the Health Department Renovations, JCPW Project No. 3267

Enclosed please find 3 originals of the Performance Bonds, and Powers of Attorney issued in conjunction with the referenced. The Bonds and accompanying Powers of Attorney are "undated" because the Contract has not yet been dated.

This letter serves as your authority to insert the appropriate dates once the contracts have been executed. Please note the date of the bonds and powers of attorney must be **on or after** the date of the contract in order for the bonds to become effective. The bond is not valid if it is dated prior to the contract date.

Once the bonds have been signed and dated, please let me know the contract date so that I can mark my records and advise the surety underwriter.

Sincerely,
HARTFORD FIRE INSURANCE COMPANY


Susan Miranda
Attorney-in-Fact

