

CONTRACT FORMS

The following forms can be added to this proposal boilerplate to make it an actual contract.

[Fig. 136.10.3 Sample Contract Agreement](#)

[Fig. 136.10.4 Sample Contract Bond](#)

[Fig. 136.10.5 Sample Contractor's Acknowledgement](#)

CONTRACT AGREEMENT

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

a _____, Party of the Second Part and hereinafter called the Contractor,

WITNESSETH

THAT WHEREAS, in accordance with law, the County has caused contract documents to be prepared and an Advertisement calling for bids to be published for and in connection with Jackson County Project: **Greenwood Connector Trail, County Project Number: 002-2024 STP3301(525)**, and

WHEREAS, the Contractor, in response to the Advertisement, has submitted to the County, in the manner and at the time specified, a sealed proposal in accordance with the terms of the Advertisement, and

WHEREAS, the County, in the manner prescribed by law, has opened, examined, and canvassed the Proposal 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 Proposal, 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 County for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors and assigns, and its, his, 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 workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as defined in the attached General Conditions, Special Conditions, and Technical Specifications, said documents forming the contract 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 County's official award of this contract to the said Contractor, such award being based on the acceptance of the County of the Contractor's Proposal.

ARTICLE II. That the County 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

_____ (\$_____)
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.

CONTRACT AGREEMENT (cont.)

ARTICLE III. That the Contractor shall start work within ten (10) days following the date stipulated in a written order from the County 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. The contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County and that the County 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 County agrees to pay the Contractor in the manner and in the amount provided in the said specifications and proposal.

CONTRACT AGREEMENT (cont.)

IN WITNESS WHEREOF, Jackson County, Missouri has caused by Resolution No. _____ of _____, 2025, these presents to be executed in its behalf by its duly authorized agent, and the said Party of the Second Part (Contractor) has hereunto set its hand and seal.

Recommended by:

Michele Newman

Director of Parks + Rec Dept.

Date

Phil A. LeVota

County Executive

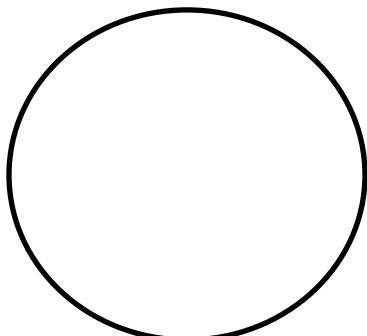
Date

Approved to form this _____ day of _____, 2025.

County Counselor

Attest:

Clerk of the Legislature



Contractor
Seal (if applicable)

By:

Second Party (Contractor)

Attest:

SALES TAX EXEMPTION

Jackson County, Missouri is an exempt entity under Section 144.062, RSMo, and the purchase of tangible personal property and materials to be incorporated into or consumed in the construction of this project, can be made on a tax-exempt basis as provided in that statute.

Jackson County will issue an exemption certificate to the contractor along with the contract. Sales tax paid due to the contractor's or any subcontractors failure to take advantage of the county's tax exempt status will not be included in the Contractor's invoice to the County.

"Missouri Project Exception Certificate" (Form 5060) will be issued to the contractor and subcontractors working on the same project after the contract has been awarded.

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

ISSUED TO:

MISSOURI TAX I.D.
NUMBER: 13643347

COUNTY OF JACKSON
415 E 12TH ST RM G-1
KANSAS CITY, MO 64106-2706

EFFECTIVE DATE: 07/11/2002
EXPIRATION DATE: Non-Expiring

YOUR APPLICATION FOR SALES/USE TAX EXEMPT STATUS HAS BEEN APPROVED PURSUANT TO CHAPTER 144.303.1, RSMo. THIS LETTER IS ISSUED AS DOCUMENTATION OF YOUR EXEMPT STATUS.

PURCHASES BY YOUR AGENCY ARE NOT SUBJECT TO SALES OR USE TAX IF WITHIN THE CONDUCT OF YOUR AGENCY'S EXEMPT FUNCTIONS & ACTIVITIES. WHEN PURCHASING WITH THIS EXEMPTION, FURNISH ALL SELLERS OR VENDORS A COPY OF THIS LETTER. THIS EXEMPTION MAY NOT BE USED BY INDIVIDUALS MAKING PERSONAL PURCHASES.

A CONTRACTOR MAY PURCHASE AND PAY FOR CONSTRUCTION MATERIALS EXEMPT FROM SALES TAX WHEN FULFILLING A CONTRACT WITH YOUR AGENCY ONLY IF YOU AGENCY ISSUES A PROJECT EXEMPTION CERTIFICATE AND THE CONTRACTOR MAKES PURCHASES IN COMPLIANCE WITH THE PROVISIONS OF SECTION 144.062, RSMo.

SALES BY YOUR AGENCY ARE SUBJECT TO ALL APPLICABLE STATE AND LOCAL SALES TAXES. IF YOU ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY OR TAXABLE SERVICES AT RETAIL, YOU MUST OBTAIN A MISSOURI RETAIL SALES LICENSE AND COLLECT AND REMIT SALES TAX.

A CONTRACTOR MAY PURCHASE AND PAY FOR CONSTRUCTION MATERIALS EXEMPT FROM SALES TAX WHEN FULFILLING A CONTRACT WITH YOUR GOVERNMENTAL AGENCY ONLY IF YOUR GOVERNMENTAL AGENCY ISSUES A PROJECT EXEMPTION CERTIFICATE AND THE CONTRACTOR MAKES PURCHASES IN COMPLIANCE WITH THE PROVISION OF SECTION 144.062, RSMO.

THIS IS A CONTINUING EXEMPTION SUBJECT TO LEGISLATIVE CHANGES AND REVIEW BY THE DIRECTOR OF REVENUE. IF IT IS DETERMINED THAT YOUR AGENCY CEASES TO QUALIFY AS AN EXEMPT ENTITY, THIS EXEMPTION WILL CEASE TO BE VALID. THIS EXEMPTION IS NOT ASSIGNABLE OR TRANSFERRABLE. IT IS AN EXEMPTION FROM SALES AND USE TAXES ONLY AND IS NOT AN EXEMPTION FROM REAL OR PERSONAL PROPERTY TAX.

ANY ALTERATION TO THIS EXEMPTION LETTER RENDERS IT INVALID.

IF YOU HAVE ANY QUESTIONS REGARDING THE USE OF THIS LETTER, PLEASE CONTACT THE SALES/USE TAX SECTION, MISSOURI DEPARTMENT OF REVENUE, P.O. BOX 3300, EFFERSON CITY, MO 65105-0840, PHONE 573-751-2836.



PERFORMANCE BOND

Project Number: County Project No. 002-2024;
Federal Project Number:STP 3301(525)

Project Title: Greenwood Connector Trail

KNOW ALL MEN BY THESE PRESENTS:

That _____,

as PRINCIPAL (CONTRACTOR), and _____, (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Jackson County, Missouri, a constitutionally home rule chartered governmental organization, (OWNER), as obligee, in the penal sum of

____ Dollars (\$_____) 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 into a Contract with OWNER for _____ 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 OWNER 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 _____ day of
_____, 2025.

CONTRACTOR

Name, address and facsimile number of Contractor

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

By: _____

Title: _____

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

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: _____

Title: _____

Date: _____

(Attach seal and Power of Attorney)

MAINTENANCE BOND



Project Number: County Project No. 002-2024;
Federal Project Number: STP 3301(525)

Project Title: Greenwood Connector Trail

KNOW ALL MEN BY THESE PRESENTS, that we,

Legal Name of Contracting Firm

of _____, *City and State*
hereinafter referred to as "Contractor," and

Name of Surety

a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Missouri, as "Surety," are held and firmly bound unto the **County of Jackson, Missouri**, hereinafter referred to as "Owner," in the penal sum of

_____ (\$_____) for the payment of which sum, well and truly to be made to the Owner, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, on the _____ day of _____, _____, the Contractor entered into a written contract with the Owner for the conditions of this obligation are such that if, during a maintenance period of **one (1) year** from the date of acceptance of the contracted work, the Principal upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

As part of this obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Owner in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed there under or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive

notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand, and the Surety has caused these presents to be executed in its name and its corporate seal, to be affixed by its attorney-in-fact at

on the _____ day of _____, _____.

Contractor (SEAL)

By: _____

Surety Company

By: _____
Attorney-in-Fact

By: _____
Missouri Agent

(Accompany this bond with attorney-in-fact's authority from the Surety Company certified to include the date of the bond.)

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

\$ _____, which is hereby authorized.

Manager, Division of Finance

ACCOUNT NUMBER(S) TO BE CHARGED:

Department	Account Number	Amount

FMS CONTRACT NUMBER ASSIGNED TO THIS CONTRACT: _____

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

CONTRACTOR'S ACKNOWLEDGEMENT

1. Form to be used if Contractor is an individual.

State of _____)
County of _____) ss.

On this _____ day of _____, 20_____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and seal at _____, _____, the day and year first
above written.

(SEAL) _____ Notary Public

My commission expires _____, 20 _____.
(Handwritten signature)

2. Form to be used if Contractor is a partnership or unincorporated company.

On this _____ day of _____, 20 _____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as the free act and deed of the partnership or company, and stated that all of the members of the partnership or company are correctly shown in the proposal.

Witness my hand and seal at _____, _____, the day and
year first above written.

(SEAL) _____ Notary Public

My commission expires , 20

3. *Form to be used if Contractor is a corporation*

State of _____)
County of _____) ss.

On this _____ day of _____, 20 _____, before me appeared
_____, to me personally known, who being
by me duly sworn, did say that he/she is the _____ of
_____ (the Contractor) and that the seal affixed to the foregoing
agreement and contract bond is the corporate seal of said corporation, and that the foregoing proposal,
contract agreement, and contract bond were signed and sealed in behalf of said corporation by authority
of its board of directors, and he/she acknowledges said instruments to be the free act and deed of said
corporation.

Witness my hand and seal at _____, _____,
the day and year first above written.

(SEAL)

Notary Public

My commission expires _____, 20 _____.

SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION

Project: Greenwood Connector Trail
Job No. 002-2024 STP 3301(525)
Route: Greenwood/Rock Island Connector Trail
County: Jackson County

Certification Regarding Affirmative Action and Equal Opportunity: The bidder (prospective prime contractor) or proposed subcontractor certifies:

1. Affirmative Action Program: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.
2. Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR Part 69-1.4 and executive order no. 11246.
3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and their designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the text of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:

NOTE: This certification applies to and must be executed by each bidder (prospective prime contractor) or proposed subcontractor if its proposed contract or subcontract on this project will equal or exceed \$10,000 or that contractor or subcontractor has contracts or subcontracts on federally assisted projects in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding \$10,000 41 CFR Part 60-1.5(a)(1). It is a duty and contract obligation of the prime contractor to insure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also.

Company

By: _____

Date: _____

Title

