

Direct All Invoices to Ozarks Technical Community College

CONTRACTOR'S
SERVICE
AGREEMENT
STANDARD

OZARKS TECHNICAL COMMUNITY COLLEGE

1001 E. Chestnut Expressway, Springfield, MO 65802

Type of Service		Date	
Contractor		Owner	
Legal Name		Community College District of Central Southwest Missouri, AKA Ozarks Technical Community College	
Trade Name/DBA			
Principal Office Address		Principal Office Address 1001 E. Chestnut Expressway	
City, State, Zip		City, State, Zip Springfield, MO 65802	
Business Phone	Business Fax	Business Phone 417-447-4852	Business Fax 417-447-4856

In consideration of the mutual promises, covenants and agreements set forth, it is agreed by and between the parties as follows:

1. Length of Agreement: (Days, Months, Years)	Agreement Commencement Date	Agreement Ending Date
2. <input type="checkbox"/> One-Time Service <input type="checkbox"/> Continuous Service	3. Payment Schedule <input type="checkbox"/> Detailed in Exhibit A <input type="checkbox"/> Other (specify)	4. Total Contract Cost
5. Scope of Services (Detail on Exhibit A if more space is required.)		

6. Contract Term. The term of this Agreement shall commence on the Agreement Commencement Date and shall continue in full force ending on the Agreement Ending Date, unless sooner terminated as herein provided. Notwithstanding anything herein to the contrary, either Owner or Contractor may at any time during the term hereof, or any renewal term, terminate this Agreement on thirty (30) days advance written notice to the other party. In the event this Agreement expires and terminates as hereinabove provided, but Contractor thereafter continues to furnish services or materials to Owner, the same shall continue to be subject to all of the terms and conditions of the Agreement.

7. Renewal. The term of this Agreement shall automatically be renewed with all of the terms and conditions herein contained equally applicable to the renewal term, unless written notice is given by either party to the other, not less than thirty (30) days prior to the expiration of the then current term. HOWEVER, if the term of the Agreement is less than thirty (30) days, either party must give advance notice equal to at least one-half (1/2) of the contract term. One-Time Service Agreements as designated in paragraph 2 shall not be renewable.

8. Payment. Owner shall pay Contractor for all services, labor, materials and equipment furnished hereunder according to the agreed job price and payment schedule set forth herein and/or in Exhibit A attached hereto. In order to receive payment hereunder, Contractor shall furnish Owner with an itemized statement of all charges for which payment is sought, and furnish Owner with vouchers, receipts, affidavits or other proof which may reasonably be requested or required by Owner in order to support Contractor's charges for labor and material. In no event shall Contractor be entitled to receive payment for any item of service or materials hereunder unless and until Contractor first has paid its laborers, subcontractors, materialmen and suppliers for all services, labor, materials and equipment furnished and furnished lien waivers to Owner.

9. Excusable Delay; Changes in Services; Assignment Prohibited; Separate Contracts. All services, labor, materials and equipment to be performed and furnished according to the schedule set forth in Exhibit A, provided however, that Contractor shall not be liable for reasonable delays in performance of any said services through no fault or neglect of Contractor's own, due to inclement weather, unavoidable casualties, acts of God, strikes or shortages of materials. The terms and conditions of this Agreement form shall control in the event of a conflict with terms and conditions in Exhibit

A or any other attachment. It is further understood and agreed by the parties that any additional services, labor, materials or equipment which the parties may deem necessary or deletions of scheduled services shall be furnished only upon written agreement between the parties in advance.

Additional services, if any, shall be paid for at the price agreed upon by the parties, along with the regularly scheduled payments hereunder. Contractor shall be entitled to receive payment only for services actually performed and rendered according to the terms and conditions herein provided. Contractor shall not assign this contract, or its right to payment hereunder, to any other party without Owner's prior written consent, and Contractor shall not delegate any of its duties hereunder, except to subcontractors expressly approved by Owner in writing in advance. Contractor shall be liable and responsible for the services of any and all subcontractors. Owner hereby reserves the right to let other contracts to other contractors for any and all services not expressly set forth herein and/or on Exhibit A, and Contractor will cooperate with any other contractors employed by Owner.

10. Contractor's Warranty and Liability. Contractor warrants and agrees that all materials used and furnished hereunder will be of good quality and suitable for the purpose furnished and that all labor will be done in a competent and workmanlike manner. Contractor shall repair, correct and remedy any defect or deficiency in workmanship and shall replace any defective materials, fixtures or equipment used, installed or placed in or upon the Owner's property, provided that Owner gives Contractor written notice of any such defect within one (1) year after such services have been completed. Contractor shall assign any manufacturers' warranties of duration greater than one (1) year to Owner. Contractor shall be liable for any injury caused to the Owner's property or any persons or property thereon by Contractor or any of its employees or subcontractors in the performance of the services required hereunder. Contractor shall indemnify and hold Owner harmless from any loss, cost, damage, liability or other expense whatsoever that Owner may suffer or incur as the result of a failure of materials and workmanship herein warranted.

Contractor's warranty shall extend to and cover all services, labor and materials furnished by subcontractors and materialmen and Contractor shall be responsible to Owner in all respects for the services of any subcontractors and the material furnished by any materialmen. Contractor shall comply with all applicable laws, ordinances and governmental regulations in the performance of the services required hereunder.

11. Termination of Agreement; Default. In addition to the other rights granted to Owner hereunder, Owner, by giving written notice to Contractor, shall have the right to terminate this Agreement and the employment of Contractor hereunder if Contractor should attempt to assign this Agreement, be adjudged as bankrupt, make a general assignment for the benefit of its creditors, have a receiver appointed, fail to supply enough properly skilled workmen or proper materials to perform the services required hereunder, fail to make prompt payment to subcontractors or for materials or labor, fail to obtain or maintain any of the insurance coverage required hereunder, disregard laws, ordinances or the instructions of Owner, or otherwise be guilty of a breach or violation of any provision of this Agreement, for which termination shall be effective immediately upon the giving of such notice by Owner to Contractor.

Notwithstanding such termination of this Agreement, Owner shall also have, and hereby reserves, its right to recover damages, including, without limitation, consequential and incidental damages, from Contractor for any loss suffered by Owner as a result of any breach or default by Contractor hereunder. Failure or forbearance by Owner to terminate this Agreement upon the occurrence of any breach or violation hereof by Contractor or any other event of default shall not constitute a waiver by Owner of such breach, violation or default on that occasion or upon the occurrence of a similar breach or violation upon a future occasion. If Owner is required to bring or defend any action arising out of this Agreement, or to enforce or defend the provisions hereof, Owner shall recover its reasonable attorney's fees and costs from Contractor.

12. Risk of Loss. All services performed by Contractor hereunder shall be done and performed solely at Contractor's own risk, and it is understood and agreed by the parties that Contractor is an independent contractor and not an agent or employee of Owner.

13. Indemnity.

(a) To the fullest extent permitted by applicable law, Contractor shall, at Contractor's sole cost and expense, defend, indemnify, and hold harmless Owner, its officers, trustees, members, partners, subsidiaries and any other affiliate entities, and the agents, servants, employees, and independent contractors of such persons or entities (collectively, "Owner Parties") from and against any and all claims, demands, liabilities, obligations, losses, penalties, actions, suits, damages, expenses, disbursements (including legal fees and expenses), or costs of any kind and nature whatsoever for property damage, bodily injury and death brought by third-parties in any way relating to or resulting in whole or in part from Contractor's performance or alleged failure to perform the services under or in connection with this Agreement ("Claims").

(b) To the fullest extent permitted by applicable law, Contractor shall indemnify and save each of the Owner Parties harmless from any and all Claims that may be brought against any of the Owner Parties by any employee, representative or agent of Contractor, or any legal representative or successor of any employee, representative or agent of Contractor, in any way arising out of or incident to the services rendered or to be rendered under or in connection with this Agreement, irrespective of whether such Claims are the result of the negligence or fault of Owner Parties or anyone for whose acts Owner Parties may be liable.

(c) The indemnity set forth herein will apply regardless of the active or passive negligence or joint, concurrent, or comparative negligence of any of the Owner Parties and regardless of whether liability without fault or strict liability is imposed or sought to be imposed upon any of the Owner Parties, except to the proportional extent that a final judgment of a court of competent jurisdiction establishes under the comparative negligence principles of the State of Missouri that a Claim was proximately caused by the sole negligence or intentional wrongdoing of an Owner Party, provided, however, that in such event the indemnity will remain valid for all other Owner Parties. (d) The provisions of this Section shall survive the expiration or earlier termination of this Agreement until all Claims involving any indemnified matter are fully and finally barred by the applicable statute of limitations.

14. Insurance. Contractor shall, at all times during the term of this Agreement and any extension(s), at Contractor's sole cost and expense, obtain and maintain the following policies of insurance naming the Owner Parties as "additional insureds" using Insurance Services Office, Inc.'s additional insured form CG 20 26 11 85, or its equivalent, which shall provide the Owner Parties are additional insureds with respect to liability arising out of Contractor's ongoing and completed operations and providing that no such insurance be cancelled, non-renewed or materially changed without at least thirty (30) days written notice to Owner by certified mail to Owner's notice address specified herein. All policies of insurance required of Contractor under this Agreement shall be obtained from reputable insurers licensed to do business in the State of Missouri and have an A.M. Best rating of at least A-VIII. A legally enforceable Certificate of Insurance on all insurance policies required of Contractor under this Agreement shall be deposited with Owner promptly on or before the commencement of the term of this Agreement.

(a) Commercial General Liability – with a limit of not less than \$2,000,000 (\$5,000,000 if any portion of the services to be performed by Contractor hereunder involves or affects in any way the roof of any building) for each occurrence and a \$2,000,000 (\$5,000,000 if any portion of the services to be performed by Contractor hereunder involves or affects in any way the roof of any building) general aggregate limit.

(i) An endorsement that includes property damage coverage for property in the care, custody or control of the Contractor.

(ii) In the instances where Contractor's services include the use of "pollutants" as defined by the Commercial General Liability policy referenced above, the policy must include an endorsement removing the absolute pollution exclusion and adding broadened pollution coverage for bodily injury and property damage resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants", and providing coverage on behalf of the "additional insured" including ongoing and completed operations.

(b) Commercial Automobile Liability – in the amount of \$1,000,000 combined single limit for bodily injury and property damage, covering all owned, non-owned, or hired automobiles used in the course of the Contractor’s business.

(c) Workers’ Compensation – in compliance with any and all statues requiring such coverage in the State of Missouri.

(d) Employer’s Liability – in a minimum amount of \$1,000,000 for each accident, \$1,000,000 for each employee, and \$1,000,000 policy aggregate.

(e) Such other insurance as may be required from time to time by Owner.

15. Waiver of Lien. Contractor, for itself and for all of its subcontractors, mechanics, journeymen, laborers, materialmen and suppliers, does hereby waive the right to hold, claim, assert, file or enforce any mechanic’s lien or materialmen’s lien or any lien rights whatsoever against Owner, any building, other improvement, real estate or other property owned by Owner, nor cause, suffer or permit any mechanic’s lien, materialmen’s lien or any lien rights whatsoever to be filed against Owner or any of Owner’s property. Contractor shall indemnify and hold Owner and any real estate, other property, buildings and other improvements owned by Owner harmless from and against any such liens for labor and materials. Neither contractor nor any subcontractor, mechanic, journeyman, laborer, materialman, supplier or any person, firm or corporation, for any cause whatsoever, shall have any right to hold, claim, assert, file or enforce any mechanic’s lien, materialmen’s lien, or any lien rights whatsoever against Owner or any of Owner’s property for any services, labor, materials, or equipment furnished under or in connection with this Agreement.

16. Limitation of Liability. Anything to the contrary contained in this Agreement notwithstanding, there shall be absolutely no personal liability on persons, firms or entities who constitute any of the Owner Parties with respect to any of the terms, covenants, conditions and provisions of this Agreement, and Contractor shall look solely to the Owner or its successors and assigns for the satisfaction of each and every remedy of Contractor in the event of default by Owner hereunder; such exculpation of personal liability is absolute and without any exception whatsoever.

17. Intellectual Property. The parties expressly recognize that Contractor’s services rendered to Owner under this Agreement (“Services”) and all work product resulting therefrom (“Work Product”) have been specially ordered and commissioned by Owner as a contribution to a collective work, supplemental work or such other category of work as may be eligible for treatment as a “work made for hire” as that term is defined in the Copyright Act, 17 U.S.C. § 101 et seq. Owner shall be deemed the sole author of the Services and Work Product, their contents and any work embodying or derived from any portion of the Services and Work Product, and their attendant intellectual property rights.

18. Audit

(a) Owner, or its authorized employees, agents or representatives (including a third-party auditor or firm) shall have the right to interview personnel and inspect, examine, copy and audit the books and records of Contractor relating to the Project and all associated work, costs and expenses (collectively, “Audit”). Any audit shall be conducted within three (3) years following the date of any final payment made by Owner for any goods or services supplied pursuant to this Agreement, and shall take place during Contractor’s normal business hours (or as otherwise may be agreed by the parties) upon not less than seven (7) days prior written notice.

(b) Contractor shall, for a period of three (3) years following the date of any final payment made by Owner for any goods or services provided pursuant to this Agreement, keep and preserve at all times at the Contractor’s notice location all documents and records (whether in written or electronic format) that pertain in any way to this Agreement, including, without limitation, records related to bidding (including but not limited to bids by contractors, subcontractors and material suppliers), invoices and receipts for material and services from the subcontractors, material suppliers or other vendors, payroll records (including, without limitation, employee work schedules) and full, complete and accurate books of account.

(c) The purpose of the Audit shall be to verify compliance with this Agreement and the accuracy of amounts charged or paid by Contractor for any goods or services provided pursuant to this Agreement, and all amounts billed or paid shall be subject to Audit. In addition, such Audit shall be in compliance with this Agreement, including, without limitation, any and all requirements for deliverables, approved plans and specifications, and purpose and pricing of any change order. If such Audit discloses that Contractor has overcharged or underpaid Owner or that Owner has paid any excess amount, Contractor shall pay Owner, upon demand, the amount of any excess Owner payment, underpayment by Contractor or, if payment has not been made, revise any account statement, invoice or billing to reflect the correct amount owed. If the Audit concludes that Owner has been overbilled or underpaid, or Owner has overpaid, amounts owed by one percent (1%) or more, then, in addition to making such revision and/or full repayment of the amount of such underpayment or overpayment, as the case may be, Contractor shall reimburse Owner for the cost of the Audit.

19. Background Checks-Compliance Certification

(a) To the extent permitted by applicable federal, state and local law (including, but not limited to, the federal Fair Credit Reporting Act and Americans with Disabilities Act), Contractor shall conduct appropriate criminal background and reference checks of personnel assigned to work at Owner’s facilities. Contractor represents and warrants that it will conduct any criminal background or reference checks in a lawful manner.

(b) Contractor represents and warrants that an Employment Eligibility Verification (commonly known as an I-9 form), issued by the Department of Homeland Security, has been properly completed for each Contractor employee that works at a facility owned and/or managed by Owner and the I-9 Form for each such employee is maintained by Contractor.

(c) Contractor will certify to Owner that it has complied with the obligations in this paragraph. Contractor will provide this certification upon request by Owner but, in any event, will provide a certification letter to Owner within 30 days following the effective date of any contract and, subsequently, in January of each year.

20. Exhibits. The following Exhibits are incorporated herein by reference:

(List attached Exhibits, including letter or number designation and heading, if any.)

21. Binding Effect; Entire Agreement. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and personal representatives of the parties, subject however, to the restriction upon assignment by Contractor set forth above. This Agreement contains the entire agreement between the parties and cannot be modified or amended without a written agreement executed by both of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Community College District of Central Southwest
Missouri, aka Ozarks Technical Community College

Contractor:

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____