
OZARKS TECHNICAL COMMUNITY COLLEGE

Demolition and Disposal Services

1001 East Chestnut Expressway
Springfield, Missouri 65802

Project Manual

December 14, 2018

00001 -TITLE PAGE

OWNER: Ozarks Technical Community College
1001 E. Chestnut Expressway
Springfield, Missouri 65802

OWNER'S
REPRESENTATIVE: Blayne Radford
College Project Manager
Ozarks Technical Community College
933 E. Central Avenue
Springfield, Missouri 65802
Phone: 417-447-4810
Fax: 417-447-4804

CIVIL
ENGINEER: Jonathan Staats, PE
CJW Transportation Consultants
5051 S. National, Suite 7A
Springfield, MO 65810
Phone: 417-889-3400

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SECTION 00090 – Instructions To Bidders

General: To be considered. Bids must be made in accordance with these **Instructions to Bidders**.

Project: Demolition and Disposal Services

Demo Site Addresses: 922 N. Florence Ave, 924 N. Florence Ave, 930 N. Florence Ave, 932 N. Florence Ave, 933 N. Florence Ave, and 923 N. Florence Ave.

Owner's Addresses:
Ozarks Technical Community College
Operations Center - Springfield Campus
933 East Central Street
Springfield, Missouri 65802

Schedule:

Bid-Date and Time: Thursday, January 3, 2019 at 2:00 p.m.

Intended Award Date: January 15, 2019

Expected Construction Start Date: February 11, 2019

Substantial Completion Date: March 31, 2019

Receipt of Bids: All Bids for the project shall be made upon the form provided by the Owner. Bids shall be hand delivered to Ozarks Technical Community College, Springfield, Missouri until **2:00 p.m., local time, on Thursday, January 3, 2019** at the Operations Center, located at 933 E. Central Street, Springfield, Missouri, enclosed in a sealed envelope addressed and marked **Demolition and Disposal Services, OTC Springfield Campus**. This envelope shall also bear the name of the bidder. Bids shall include all freight, overhead and profit, and any other miscellaneous charges relating to the work. The Owner is a tax-exempt entity.

Qualifications of Bidders: Each Bidder shall file with the Owner concurrent with submission of their Bid, the following additional qualification information:

1. A Bid Proposal (Section 004100)
2. Bidder's Statement of Qualifications (Section 001153)
3. Bid Security (detailed in Section 00900)
4. E-Verify Affidavit (Section 004400)
5. Non- collusion Affidavit (Section 004500)

Contract Drawings: Construction Documents are available for pickup at the OTC Operations Center, located at 933 E. Central Street, Springfield, Missouri.

Construction Documents are also available for download at the following website:

<https://services.otc.edu/adminservices/architect/#1536258266860-b9c9ae32-9752>

Bid Security: Each bid shall be accompanied with a bid security consisting of a bid bond, certified check, or cashier's check on a solvent bank for 5% of the base bid amount. Bid security shall be made payable without condition to the Owner.

Bid security will be retained by the Owner to whom an award is being considered until either (a) the contract has been executed and bonds have been furnished, (b) the specific time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

The owner reserves the right to reject any and all bids and to waive all informalities in bids. No bids may be withdrawn for a period of 60 days subsequent to the specified time for receipt of bids.

Bidding Procedure: Bids shall be submitted as per this "Instructions To Bidders" on forms furnished by the Owner. A minimum of one original sealed submittal of all requested forms is required at the time of Bid.

Include Bid Proposal and Bid Security along with E-Verify Affidavit, Non-collusion Affidavit, and Contractors Qualifications Statement.

Bids shall be submitted with all appropriate blank spaces completed. Numbers shall be stated both in writing and in figures. In case of any discrepancy in the lump sum amount, the amount as expressed in written words shall govern. The signatures shall be without interlineation, alteration, or erasure, unless initialed by the Bidder. Bids shall not contain any recapitulation for the work to be done. If the Bidder is a corporation, the Bid shall contain the legal name of the corporation and shall be signed by a duly authorized officer, and the corporate seal affixed; if a partnership, it shall be signed by one of the partners authorized to execute documents and shall give the names of and addresses of all partners.

Submission of Bids: Bids shall be received at the address and time stated above and opened publically.

Bidder shall be responsible for actual delivery of his Bid to the address indicated. It shall not be sufficient to show that the bid was mailed in time to be received before the scheduled closing time for receipt of bids.

Any bids received **after the time and date stated** shall be returned unopened.

Oral, telephonic, telegraphic, or electronic Bids are **invalid and will not** receive consideration.

The Owner reserves the right to reject any and all proposals and/or award the work to other than the low bidder, as it bests serves its interest.

Modification or Withdrawal of Bids: A bid may not be modified, withdrawn or cancelled by the Bidder during a period of sixty (60) days following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Examination: Contractors will not be given extra compensation for conditions, which can be determined by examining the site, this set of documents, and any other information herein after referenced.

Questions during the bidding process shall be submitted to the OTC College Project Manager, Blayne Radford, radfordb@otc.edu or 417-447-4810.

Performance Bond and Payment Bond: A performance bond and payment bond for the full amount of the contract will be required of the successful bidder.

Prevailing Wage Scale: The minimum prevailing wage rates as determined by Missouri Division of Labor Annual Wage Order No. 25 (Greene County) shall be paid if construction costs is equal to or greater than \$75,000. Contractor must pay employees wages and benefits equal to or greater than the established scale. Contractor may be required to submit certified payroll information, on a periodic basis, and a final payroll Affidavit form at close of this project.

E-Verify: Bidder shall furnish an affidavit and documentation affirming the company is enrolled in and participates in E-Verify/Basic Pilot and an affidavit stating the business does not knowingly employ illegal aliens. Example is included in Section 004400 – E-Verify Affidavit.

Permits: The Contractor will be responsible for obtaining the City Of Springfield Wrecking Permit and including all costs associated with this permit in their bid. The Owner has performed Environmental phase 1 investigations and asbestos inspections of the properties to be demolished. Copies of the asbestos inspections will be provided to the contractor to obtain the City of Springfield Wrecking Permit. Should additional suspect hazardous materials be discovered during the course of demolition activities, notify the Owner immediately to have materials evaluated by a certified professional environmental agency.

Sales Tax Exemption: Bidders are hereby instructed to submit bids not including sales tax according to the provisions of Section 144.062 RSMo. The selected contractor will receive a Missouri Tax Exemption letter from the Owner to use in purchasing materials on a tax-free basis. It will be the responsibility of the contractor to provide the documentation to any subcontractor. This document will be used solely for purchase of materials being directly incorporated into or consumed in the construction of the work under this contract.

Insurance: The successful bidder shall, at all times during the term of the Service 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 insured's"** 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 insured's 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.

Commercial General Liability – with a limit of not less than \$2,000,000 for each occurrence and a \$2,000,000 general aggregate limit.

- a) An endorsement that includes property damage coverage for property in the care, custody or control of the Contractor.
- b) In the instances where Contractor’s services include the use of “pollutants” as defined by the General Liability policy, 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.

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.

Workers’ Compensation – in compliance with any and all statutes requiring such coverage in the State of Missouri.

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

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

END OF SECTION 000900

SECTION 004100 - BID FORM

Date: _____

Proposal of _____ (herein called "Bidder")

*a corporation organized and existing under the laws of the State

of _____, *a partnership consisting

of _____, or *an individual trading

as _____.

*(*insert name of corporation, partnership, or individual as applicable.)*

To: Ozarks Technical Community College
1001 E. Chestnut Expressway
Springfield Missouri, 65802
Phone 417-447-4806
Fax 417-447-4804

The undersigned bidder, in compliance with your Invitation to Bid for the following project:

**Demolition and Disposal Services
OTC- Springfield Campus**

Dated: _____

and in accordance with the Contract Documents and having visited the site of the proposed work and being familiar with all conditions that may affect the proposed work, including availability of labor and materials, hereby proposes to furnish all labor materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performance of the work required for the Contract stated below.

The Bidder acknowledges that Addenda Nos. _____ have been received and considered in the preparation of this proposal.

BASE BID PROPOSAL: Bidder agrees to perform all related Work of the Plans, Specifications, and Addenda for the sum of:

_____ Dollars (\$_____).

Bid shall have: NO MINIMUM CHARGES, NO FUEL SURCHARGES, NO MISCELLANEOUS CHARGES ON BILLING THAT HAVE NOT BEEN PRE AUTHORIZED BY SIGNATURE OF THE DEPARTMENTAL SUPERVISOR.

The Bidder agrees that this Bid cannot be withdrawn during the period of 60 calendar days after the date of opening of Bids.

If notified of the acceptance of the Proposal within 60 calendar days, the Undersigned agrees to execute a Contract for the work on the form of “Contractor’s Service Agreement Standard”, within 7 calendar days after receipt of notification. Contract shall be based upon all Contract Documents, including all Addenda.

The Undersigned agrees that the Bid Security shall become the property of the Owner in the event the Bidder fails to execute the Contract and the Bonds within the time set forth above, as liquidated damages for the delay and additional expense to Owner caused thereby.

The Undersigned understands that his competence and responsibility, and that of his proposed subcontractors, as well as any other factors of interest to Owner, may be a consideration in making the award.

Documents to Accompany Bids: The bidder shall be aware that the following fully executed documents are required in order for his bid to be considered.

1. Bid Proposal (Section 004100)
2. Bidder’s Statement of Qualifications (Section 001153)
3. Bid Security (detailed in Section 000900)
4. E-Verify Affidavit (Section 004400)
5. Non-collusion Affidavit (Section 004500)

Owner reserves the right to reject any or all Proposals, to accept or reject Alternate Proposals and waiver technicalities concerning the Proposals received as it may be in his best interest to do.

Respectfully submitted,

Firm Name: _____

Address: _____

E-mail Address: _____

Phone Number: _____

By: _____

Title: _____

Date: _____

SEAL (If by Corporation)

END OF SECTION 004100

SECTION 00440 - E-VERIFY AFFIDAVIT

Project Name: Demolition and Disposal Services
Ozarks Technical Community College - Springfield Campus

Contractor _____,
being first duly sworn, deposes and says that he/she is _____ of
_____ (sole owner, a partner, president, secretary, etc) the
party making the foregoing Bid is a participating Employer in the Department of Homeland Security (DHS)
E-Verify program for Employment Verification . The Bidder has full understanding of the requirements set
forth in the E-Verify Memorandum of Understanding (MOU), and the Bidder does not knowingly employ
illegal aliens. Upon award of Bid and at the Contract Execution, the successful Bidder shall provide
Ozarks Technical Community College with the following documentation:

- 1. E-Verify Memorandum of Understanding (MOU)
- 2. E-Verify Company Profile Page

Signed:

Contractor

Title

Address

Company ID Number

State of

County of

On this _____ day of _____ in the year _____, before me, the undersigned notary public,
personally appeared _____, known to me to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged that he/she/they executed the same for the purposes therein
contained. In witness whereof, I hereunto set my hand and official seal.

Seal of Notary:

Notary Public

END OF SECTION 004400

SECTION 00450-NON-COLLUSION AFFIDAVIT

Project Name: Demolition and Disposal Services
Ozarks Technical Community College - Springfield Campus

Contractor _____

_____, being first duly sworn, deposes and says that he/she is _____ of _____ (sole owner, a partner, president, secretary, etc) the party making the foregoing Bid that such Bid is not made in the interest of behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such Bid is genuine and not collusive or sham that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that any one shall refrain from bidding, that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the Bid price of said Bidder or any of other Bidder, or to fix any overhead, profit, or cost element of such Bid price, or of that of any other Bidder, or to secure any advantage against the Owner awarding the contract to anyone interested in the proposed contract, that all statements contained in such Bid are true, and further, that said Bidder has not, directly or indirectly, submitted his Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or the financial interest with said Bidder in his general business.

Signed:

Contractor

Title

State of

County of

On this _____ day of _____ in the year _____, before me, the undersigned notary public, personally appeared _____, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Seal of Notary:

Notary Public

END OF SECTION 004500

BIDDER QUALIFICATION FORM

(Firm must prepare this statement in the form shown)

The undersigned bidder certifies that the information herein is true, correct, complete and accurate. (Elaboration on the following information or additional information deemed to be useful for evaluation of bidder's capabilities or to prevent misleading representations may be attached to this form.)

Date: _____

Bidder: _____

(Legal Name of Firm)

State of Missouri current registration or license number: _____

Federal ID No. _____

Address: _____

Phone Number: _____ /FAX Number _____

E-Mail Address _____

President: _____ (or Managing Partner, etc.)

Dun and Bradstreet No. (if any) _____

Years in business under present name: _____

List all other names under which your business has operated in last 10 years:

Insurance Company:

Insurance Agent: _____ Phone:

Total staff employed by firm: _____ (Break down by Managers and Trades.)

Contracting Specialty (indicate trades in which bidder performs.)

Union affiliations: Local _____ National

Years performing work specialty:

% work performed by Firm's own forces:

Is Bidder in compliance with all applicable EEO requirements?

Yes ___ No ___ (If the answer is no, please attach summary of details on a separate sheet.)

Bank references:

Address:

Contact name:

Contact phone #:

Has firm or predecessor firm been involved in a bankruptcy or reorganization?

Yes ___ No ___ (If the answer is yes, please attach summary of details on a separate sheet.)

Bidder should have successfully completed (substantially on-schedule, on-budget) at least three projects of similar size and nature for which they are submitting qualifications. (List projects on a separate sheet with the following information on each and attach hereto.)

List below any/all Contract(s) awarded to Bidder which it has failed to complete: (If applicable, attach separate sheet.)

Project: (Name & Location)

Contract w/:

Brief explanation of cause & resolution:

List on a sheet attached hereto all judgments, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Work restrictions.

B. Related Requirements:

1. Drawing Sheets 01 & 02.

1.3 PROJECT INFORMATION

A. Project Identification: Demolition and Disposal of Residential Structures.

1. General Project Location: Ozarks Technical Community College, Springfield Campus.
2. Exact Addresses of Properties to be Demolished and Disposed:
 - 922 N. Florence Ave, Springfield MO 65802 (One Side of Duplex Structure)
 - 924 N. Florence Ave, Springfield MO 65802 (One Side of Duplex Structure)
 - 923 N. Florence Ave, Springfield MO 65802 (Single Family Residence)
 - 930 N. Florence Ave, Springfield MO 65802 (One Side of Duplex Structure)
 - 932 N. Florence Ave, Springfield MO 65802 (One Side of Duplex Structure)
 - 933 N. Florence Ave, Springfield MO 65802 (Single Family Residence)

B. Owner: Ozarks Technical Community College.

1. Owner's Representative: Blayne Radford, College Project Manager
Ozarks Technical Community
College 1001 E. Chestnut
Expressway Springfield,
Missouri 65802

1.4 WORK COVERED BY CONTRACT DOCUMENTS (SCOPE OF WORK)

- A. The Work of Project is defined by the Contract Documents and consists of the following:
1. **Complete demolition and disposal of the existing structures, formerly used and occupied as residential housing. The task to be conducted in the execution of the demolition activities shall include, but not be limited to, the following:**
 - a) **Removal, hauling and disposal of all building materials including any slab and subsurface foundation stem walls and footings.**
 - b) **Disconnect, cap and abandon building utilities and services back to utility poles, municipal mains and service connections. Coordinate with Utility providers.**
 - c) **Remove driveways to street for all properties.**
 - d) **922 N. Florence Ave: Remove wooden privacy fence along the south side of the property.**
 - e) **923 N. Florence Ave: Remove wooden privacy fence along the south side of the property and remove chain-link fence around property.**
 - f) **933 N. Florence Ave: Remove chain-link fence around property.**
 - g) **Restore and leave site and grounds in serviceable and mowable condition. Finish grade all disturbed areas, remove all rocks greater than 1 inch in size, seed and straw all disturbed areas.**
- B. The Owner has performed Environmental phase 1 investigations and asbestos inspections of the properties to be demolished. Copies of the asbestos inspections will be provided to the contractor to obtain the City of Springfield Wrecking Permit. Should additional suspect hazardous materials be discovered during the course of demolition activities, notify the Owner immediately to have materials evaluated by a certified professional environmental agency.
- C. Type of Contract Utilized: OTC Standard Service Agreement.
- D. Project will be constructed under a single prime contract.

1.5 ACCESS TO SITE

- A. General: Contractor shall have limited use of project site for demolition operations as indicated on drawings by the contract limits and as indicated by requirements of this Section.

1.6 WORK RESTRICTIONS

- A. Nonsmoking Campus: Smoking is not permitted on the campus of Ozarks Technical College
- B. Employee Identification: Provide identification tags for Contractor personnel

working on Project site. Require personnel to use identification tags at all times.

PART 2 - PRODUCTS (Not

Used) PART 3 - EXECUTION

(Not Used)

END OF SECTION 011000

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: Rob Rector _____ Printed Name: _____

Title: Vice Chancellor of Administrative Services _____ Title: _____

