



Request for Proposals (“RFP”)
Former MFA Barns Demolition

12671 County Road 5110, Rolla, Missouri

RFP NO. 24-002

EVENT	DATE
Issuance of RFP	
1 st Publication Date	<i>Newspapers: Week of Sept. 23, 2024</i>
2 nd Publication Date	<i>Rural Missouri: October Edition</i>
Pre-Proposal Meeting/Tour (2:00 p.m.)	Wednesday, October 16, 2024
RFP Question Deadline (5:00 p.m.)	Thursday, October 24, 2024
Proposal Submission Deadline (3:00 p.m.)	Thursday, October 31, 2024
IECA Consideration/Award	Friday, November 8, 2024

*A Pre-Proposal Meeting/Tour is scheduled to discuss IECA's requirements under this RFP and tour the property described in this RFP. While attendance is at the discretion of the Proposer, those who do not attend will be deemed to have attended and to have received the information provided at the meeting/tour.

INTENT

Intercounty Electric Cooperative (hereinafter referred to as “IECA”) is requesting sealed proposals from qualified individuals or businesses interested in contracting with IECA to provide demolition and clean-up services of two barns that are approximately 1836 sq. ft. and 2040 sq. ft. structures located at **12671 County Road 5110, Rolla, Missouri**. All proposals must be submitted on the form provided by IECA, and further must be properly executed in the space(s) provided. The demolition site area and structure are illustrated on the aerial maps and pictures attached to this RFP (see Exhibit B). ***The demolition must be completed within 90 days of bid acceptance.***

RECEIPT AND OPENING OF PROPOSALS

Proposers shall submit **one (1) original and one (1) copy** of their proposal on the RFP Submission Form provided by IECA. The original proposal must be clearly marked “**Proposal for RFP No. 24-002**” and include an original signature, in ink, to be accepted. Proposals must be received in IECA’s Headquarter Office in Licking, Missouri no later than **3:00 p.m. (CST) on Thursday, October 31, 2024**. It is the Proposer’s sole responsibility to assure that the proposal is delivered in a timely fashion. Proposals received after this time will be rejected and returned unopened. There will be no public opening; however, the name of each proposal received will be read aloud for public record. *Any proposal received after 3:00 p.m. on the above-referenced date shall not be considered.*

Proposals should be prepared simply, providing straightforward, concise description of the Proposer’s approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposal should be on completeness, clarity of content and adherence to the presentation structure required by the RFP.

Proposals shall be delivered using one of the following methods:

Hand-deliver to:

IECA
c/o Doug Lane, CEO
102 Maple Avenue
Licking, MO 65542

Mail to:

IECA
c/o Doug Lane, CEO
PO Box 209
Licking, MO 65542

Ship to (FedEx, UPS, DHL, etc.):

IECA
c/o Doug Lane, CEO
102 Maple Avenue
Licking, MO 65542

PRE-PROPOSAL MEETING/TOUR

A pre-proposal tour and meeting to discuss IECA’s requirements pursuant to this RFP will be held on **Wednesday**, **October 16**, 2024 at **2:00 p.m. (CST)** at the demolition site located at **12671 County Road 5110**, Rolla, Missouri. Attendance at this pre-proposal meeting/tour is not mandatory but interested parties are encouraged to attend.

CHANGES, QUESTIONS, AND INQUIRIES

All questions regarding this RFP must be submitted in writing and addressed to Doug Lane, CEO, P.O. Box 209, Licking, Missouri 65542, or e-mailed to doug.lane@ieca.coop. All e-mails must indicate “RFP No. 24-002” in the subject line. It is the sender’s responsibility to verify receipt of email. The deadline for submittal of questions regarding this RFP is **5:00 p.m. (CST) on Thursday**, **October 24**, 2024.

No person has the authority to verbally alter the terms of this RFP. Any changes to this RFP will be made in the form of an Addendum which will be made available online at www.ieca.coop. It shall be the responsibility of interested proposers to check the website for addenda up to the proposal submission deadline. The complete RFP and all Addendums will be posted on IECA’s

website.

METHOD OF AWARD

Proposals will be evaluated by IECA. IECA will consider the completeness of a proposal and how well the proposal meets the needs of IECA. This RFP may be awarded to the Proposer who will provide the demolition services at the best value for IECA, in compliance with Missouri law.

IECA reserves the right to waive any informalities or technical errors or consider alternate proposals and award on an individual basis, or any combination that in its judgment will best serve the interests of IECA.

IECA reserves the right to request that any Proposer clarify its proposal or supply any additional material deemed necessary to assist in the evaluation of the proposal.

IECA reserves the right to make an award without further discussion of the submittals. Therefore, the proposal should be initially submitted on the most favorable terms the Proposer can offer. The Proposer selected will be expected to enter a contract with IECA based on IECA's standard contract terms and conditions, attached hereto as Exhibit "A" to this RFP.

SCOPE OF WORK

Demolition – The Proposer will be responsible for demolition, removal, and proper disposal of the structures, concrete foundation and slabs, and all contents of both barn structures ***within ninety (90) days of bid acceptance***. The Proposer will be responsible for all costs of transport and proper disposal of all demolition debris. The property includes, but is not limited to, two (2) warehouse / barn buildings constructed of a wood frame with sheet metal roofing and with wood floors and with some concrete slab areas.

Certifications and permits – The Proposer will be responsible for obtaining all certifications and permits necessary for completion of the project from the appropriate regulatory and governmental agencies.

Utility Locates and Disconnects – The proposer will be responsible for coordinating and ensuring utility locates and disconnects. IECA owns the water and electrical utilities and will disconnect these services upon request.

Reuse of Materials – No materials from the project are proposed for reuse by IECA. All materials will belong to Proposer who shall be solely responsible for proper removal and disposal.

Salvage of Materials – Unless referenced otherwise in an Addendum, the Proposer shall take ownership and responsibility of all scrap/salvage materials.

Extent of Underground Demolition and Site Grading – The barns are not on pier and beam construction; therefore, there is no underground demolition anticipated. The Proposer will be responsible for the demolition of the foundation and any grading necessary to provide positive surface drainage away from the demolition area. Upon completion of demolition and clean-up, the property shall be returned to its natural state - leveled to grade and free of construction material and

debris.

Responsibility for Temporary Facilities – The Proposer will be responsible for all temporary facilities necessary to successfully complete the project. Portable restrooms and site fencing are required.

Special Requirements – Caution and care must be exercised to prevent damage to adjacent property and to ensure that existing structures in the area can operate normally without significant disruption during demolition activities. Any required property access shall be approved by IECA at least 48 hours in advance. Any damage to road surface (rutting) or adjacent infrastructures will be at the responsibility of the Proposer.

Storm Water Containment- To block solids in storm water runoff to all nearby stormwater and detention areas, the Proposer must use silt screens or secure loose dirt by using temporary berm to avoid discharge. Storm water best management practices must be implemented.

Safety- The Proposer shall comply with safety rules and regulations pertaining to the activity, and shall govern employees according to, and in compliance with the applicable OSHA and Worker’s Compensation Regulations. Precautions and safety measures shall be provided for the safety of all workers. The Proposer shall maintain an accurate record of exposure data on all accidents incidental to work performed under this contract resulting in death, personal injury, occupational disease, or damage to property, materials, supplies, or equipment. Proposer shall provide information describing the specific safety measures/plans to be used in this project to protect personnel, public, structures, and infrastructure.

Hazardous Materials – Preliminary inspections of the site has been performed to visually identify any contamination related to asbestos, and not such concerns were discovered; however, Proposer must make this determination independently to ensure that its work will not involve any **asbestos-containing materials (ACMs)**.

EVALUATION CRITERIA

The following criteria will be used by IECA staff to evaluate the proposals:

- **Qualifications/Experience** – The qualifications and experience of the Proposer in building demolition services. The proposal should describe Proposer’s qualifications, including years of experience. The proposal should also include examples of similar projects.
- **References** – Proposer shall provide a minimum of three (3) references for which the scope of work specifically included building demolition and clean-up services.
- **Schedule/Fee**: The Proposer shall provide an estimated project schedule and timeline to complete the scope of work. Proposer shall provide IECA with a lump sum price **that Proposer will agree to pay to IECA** for performing the work and taking ownership of all materials in the demolition process. The structures that will be demolished are believed to contain valuable materials that can be profitably repurposed. ***Upon Contract award, Proposer shall pay IECA their bid price.***

PROPOSAL SUBMISSION AUTHORIZATION

- An authorized representative must sign the proposal, with the Proposer's address, telephone and email information provided. Unsigned proposals may not be considered.
- If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
- If the proposal is made by a business, the name and mailing address of the business and the signature of at least one of the owners must be shown.
- IECA reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.
- A Proposer's prior performance on similar contracts may be considered in evaluating proposals. Any additional information requested shall be considered as part of the proposal and evaluated as such. IECA reserves the right to negotiate a best and final offer with the selected Proposer.

The undersigned certifies that the information provided above is a true representation of its company's qualifications and agrees to comply with these assurances following award of the RFP.

Signature: _____

Printed Name: _____

Title: _____ Date: _____

NON-COLLUSION CERTIFICATE

STATE OF MISSOURI)
) ss.
COUNTY OF TEXAS)

The undersigned, being duly sworn, deposes and says that the person or business herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to IECA for consideration in the award of a contract on the improvement described as follows:

RFP NO. 24-002 – Former MFA Barns Demolition

(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

Sworn to before me this _____ day of _____, 2024.

Notary Public

Notary Stamp Above:

Former MFA Barns Demolition

RFP Submission Form

RFP No: 24-002

RFP Due Date: 3:00 P.M. (CST), Thursday, October 31, 2024

Submit to: IECA
c/o Doug Lane, CEO
102 Maple Ave.
Licking, MO 65542

Sealed proposals must be submitted on this form only. **Proposers are required to submit one (1) original and one (1) copy of this RFP submission form.**

The RFP Submission Form **MUST** be signed by an authorized representative. Original signature required. *The undersigned agrees to all terms and conditions of Exhibit A by returning this Form.*

Proposal for complete demolition and removal of barn structures located at 12671 County Road 5110, Rolla, Missouri, and to return property to a flat, properly graded, vegetation state.

Payment to IECA for Demolition (Barn No. 1) \$ _____

Payment to IECA for Demolition (Barn No. 2) \$ _____

As outlined in the Evaluation Criteria of this RFP, please be sure to attach evidence of the following:

- Qualifications and experience
- References
- Timeline for completion of Scope of Work
- Current Insurance Certificates (General Liability / Worker's Compensation)

Company Name: _____

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

Contact Number: _____

Email: _____

Date: _____

EXHIBIT “A” TERMS AND CONDITIONS

Definitions:

In order to simplify the language throughout this request for bids, the following definitions shall apply:

IECA – Intercounty Electric Cooperative Association.

CONTRACT - An agreement between IECA and a Vendor to furnish goods or services over a designated period of time during which repeated purchases may be made of the goods or services specified.

VENDOR – The successful Bidder(s) of this bid request.

Instructions:

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to IECA, unless otherwise specified elsewhere in this bid request.

Form:

Bids must be submitted on this form only. **Bidders are required to submit one (1) original and one (1) copy.** All bids submitted must be itemized with a best offer price extended. **BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID OR PROPOSAL.**

Bid Return:

Bid must be sealed, and to ensure proper recognition upon its arrival, list the Bid Number, Bid Description (MFA Barns Demo) and the Bid Opening Date on the outside of the envelope.

Late Bids:

Bids must be received by Doug Lane, CEO of IECA, prior to the time indicated on this form. Late bids will not be opened and will be returned to the bidder only upon written request.

Acceptance:

IECA reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous **to obtain the best value for IECA.**

Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes:

1. Failure to use the proposal form furnished by IECA;
2. Lack of signature by an authorized representative on the proposal form;
3. Failure to properly complete the proposal;
4. Evidence of collusion among proposers; or
5. Unauthorized alteration of bid form. IECA reserves the right to waive any informality or irregularity.

All bidders are hereby notified that IECA shall consider all factors it believes to be relevant in selecting the offer that provides the best value for IECA including, but not limited to the offer price, the proximity of the bidder as it relates to bidder’s ability to perform the contract for IECA, the delivery date and timeline to complete the scope of work, the reputation of the bidder, prior performance of contracts with IECA, the bidder’s compliance with ordinances and regulations, and any relevant criteria specifically listed in this request for bid. The contract may be awarded either to the highest responsible bidder or to the bidder who provides services at the best value for IECA. The decision of IECA shall be final.

IECA prefers to award the entire contract for the demolition of both barn structures to a single bidder. IECA reserves the right to award a primary contract and a secondary contract to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

Term of Contract:

This Contract shall become effective from date of acceptance and approval by IECA and payment by Proposer of the purchase price for all barn materials that must be removed from the property in accord with this Contract. It shall remain in force until such time as both barn structures are entirely removed to the satisfaction of IECA.

Assignment of Contract:

This contract cannot be transferred or assigned to another party without written consent of IECA and may be subject to cancellation by IECA if such consent is requested.

Contract Termination:

IECA may terminate this Contract at any time upon thirty (30) calendar day's written notice for convenience. Upon the Vendor's receipt of such notice, the Vendor shall cease work immediately. The parties shall then negotiate a settlement in good faith on the amount of the purchase price that will be returned to Vendor, and if they cannot agree, then the matter shall be submitted to mediation.

If, through any cause, the Vendor fails to timely fulfill its obligations under this Contract, or if the Vendor violates any of the agreements of this Contract, IECA has the right to terminate this Contract by giving Vendor five (5) calendar days written notice. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

No term or provision of this Contract shall be construed to relieve the Vendor of liability to IECA for damages sustained by IECA because of any breach of contract by the Vendor. This specifically includes the costs and expenses incurred by IECA to obtain substitute performance of the scope of work hereunder that Vendor fails to complete, and Vendor shall remain liable for such costs and expenses actually incurred by IECA for substitute performance.

Reimbursements:

There is no expressed or implied obligation for IECA to reimburse responding individuals or businesses for any expenses incurred in preparing bids in response to this Request for Bids and IECA will not reimburse responders for these expenses, nor will IECA pay any subsequent costs associated with the provision of any additional information or presentation.

Minority Owned Businesses:

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

Firm Offer Price:

Bidders must hold their bid offer price firm for 60 days after the bid opening date to allow IECA sufficient time to award a contract. Once a Contract is awarded, the successful bidder must hold its bid offer price firm for the duration of the Contract. Sealed competitive bids may not be negotiated, amended or changed after the bid opening date.

Authorized Signature:

Bids must show full firm name and mailing address of bidder and be manually signed by an authorized representative of the bidder. Firm name and authorized signature should appear on each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

Withdrawal-Alteration Of Bids:

Bids cannot be altered after receiving time or opening time. No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of IECA.

Lump Sum Bids:

Lump sum bids will only be accepted. IECA will not accept payment on terms under this Request for Bid.

Liability:

Vendor shall be liable for all damages incurred while in performance of the work to be performed hereunder. Vendor assumes full responsibility for the work to be performed hereunder, dangerous as it is, and hereby releases, relinquishes, and discharges IECA, its officers, directors, agents, employees, and members from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with Vendor's work, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.

Indemnity:

TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS IECA AND EACH OF ITS AFFILIATES AND SUBSIDIARIES AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, CUSTOMERS, AND END USERS (COLLECTIVELY, THE "IECA INDEMNITEES") FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, COURT COSTS, AND THE COST OF SETTLEMENT, JUDGMENT OR VERDICT INCURRED BY OR DEMANDED FROM ANY OF THE IECA INDEMNITEES (EACH A "CLAIM"), ARISING OUT OF, RESULTING FROM OR RELATED TO: (A) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE GOODS, SERVICES, DELIVERABLES OR BY ANY ACT OR OMISSION OF VENDOR; (B) ANY NEGLIGENT OR GROSSLY NEGLIGENT ACTION, INACTION, OMISSION, INTENTIONAL MISCONDUCT OF VENDOR AND ANY OF ITS SUBCONTRACTORS OR SUPPLIERS, IN THEIR PERFORMANCE OF THIS CONTRACT OR ANY RELATED STATEMENT OF WORK; (C) VENDOR'S BREACH OF ANY REPRESENTATION, WARRANTY, TERM, COVENANT, OR OTHER OBLIGATION UNDER THIS CONTRACT OR ANY RELATED PURCHASE ORDER OR STATEMENT OF WORK, INCLUDING COMPLIANCE WITH ALL LAWS AND REGULATIONS IN THE PERFORMANCE OF VENDOR'S WORK; (D) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY ANY GOODS, SERVICES, OR DELIVERABLES DELIVERED PURSUANT TO THIS CONTRACT OR ANY PURCHASE ORDERS AND STATEMENTS OF WORK; AND/OR (E) ANY CLAIMS FOR PAYMENT BY VENDOR'S EMPLOYEES, SUBCONTRACTORS, OR SUPPLIERS, WHICH INDEMNIFICATION OBLIGATION FOR SUCH CLAIMS SHALL INCLUDE REIMBURSING IECA INDEMNITEES FOR ALL COSTS ASSOCIATED WITH THE RELEASE OR EXTINGUISHMENT OF ANY LIENS THAT MAY ARISE DUE TO CLAIMED NON-PAYMENT TO VENDOR'S EMPLOYEES, SUBCONTRACTORS, OR SUPPLIERS IN CONNECTION WITH THE GOODS, SERVICES AND DELIVERABLES UNDER THIS CONTRACT. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY

THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 15. IN NO EVENT WILL VENDOR ENTER INTO ANY SETTLEMENT WITHOUT IECA INDEMNITEE'S PRIOR WRITTEN CONSENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT AND ANY APPLICABLE PURCHASE ORDERS AND STATEMENTS OF WORK.

Material Safety Data Sheets (MSDS):

As needed MSDS's must be provided prior to removal of any materials in the demolition process.

Addenda:

In the event of a needed change in the published documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Bidders are responsible for obtaining all published addenda from IECA. IECA assumes no responsibility for the Bidders failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. IECA's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

Conflict of Interest:

By doing business or seeking to do business with IECA, Vendor acknowledges that there is no real or perceived conflict of interest with Vendor's pursuit of this Request for Bid.

Insurance

The Vendor shall procure and maintain at its sole cost and expense for the duration of the Contract insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of its work hereunder. Vendor will maintain during the life of this Contract at least the following types and limits of insurance with insurers possessing an A.M. Best rating of not less than A- and Class VII or better and authorized to do business under the laws of the State(s) where work/services are performed. IECA reserves its right to require Vendor to obtain additional insurance and/or higher limits.

Commercial General Liability Insurance covering all operations under the Contract shall have limits not less than \$1,000,000 as to any one claim and \$2,000,000 as to any one occurrence for property damage, and with limits of \$2,000,000 as to any one claim and \$2,000,000 as to any one occurrence for personal injury and death. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form. If Lessee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Automobile Liability Insurance on any and all motor vehicles used in connection with the Contract, whether owned, non-owned, rented or hired, shall have limits for bodily injury or death of not less \$1,000,000 as to any one claim and \$1,000,000 as to any one occurrence for property damage, and with limits of \$1,000,000 as to any one claim and \$2,000,000 as to any one occurrence for personal injury and death. The required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form. If Lessee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Workers' Compensation and Employers' Liability Insurance, as required by law, covering all its employees who perform any of the obligations of the Vendor under the Contract. If any employer or employee is not subject to the workers' compensation laws of the governing state, then insurance shall be obtained

voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws.

IECA is to be included as an additional insured on Vendor's Commercial General Liability and Automobile Liability policies to the extent of the Vendor's obligations under the Contract. The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to IECA. Upon formation of this Contract, Vendor's insurance company or agent will directly provide IECA with a Certificate of Insurance evidencing the foregoing required coverage which shall provide not less than thirty (30) days prior written notice to IECA of any cancellation or material change in the insurance and upon renewal of the policies describes above.

Prior to the commencement of any work a Certificate of Insurance evidencing the required coverage must be provided by email directly from Vendor's insurance company or agent. The certificate must be issued naming IECA as an Additional Insured on the policy and address Certificate Holder as follows:

Intercounty Electric Cooperative Association, P.O. Box 209, Licking, MO 65542

Vendor's insurance company or agent may submit certificates, policy renewal certificates or changes via email to: doug.lane@ieca.coop

Vendor's failure to comply with any of these provisions is a breach of contract by Vendor that entitles IECA to declare the Contract void if the Vendor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from IECA.

Miscellaneous Provisions.

This Contract is made and entered into in the State of Missouri and shall in all respects be interpreted, enforced and governed pursuant to and under the substantive laws of the State of Missouri. This Contract shall be enforced in the Circuit Court of Greene County, Missouri or in the U.S. District Court, Western District of Missouri, Southern Division located in Springfield, Missouri, both courts having personal jurisdiction over the parties and proper venue for any legal action. This Contract shall inure to the benefit and burden of each of the parties and each and all of their respective successors, affiliates, representatives, agents and assigns, and any and all other persons and entities now, heretofore or hereafter having any involvement or interest whatsoever with respect to the subject matter of this Contract. This Contract embodies all of the understandings between the Parties concerning the subject matter hereof and merges all prior discussions and writings between them as to confidentiality of information other than as expressly provided in this Contract, or as duly set forth subsequent to the date hereof in writing and signed by both Parties. No supplement, modification or amendment of this Contract shall be effective or binding unless executed in writing by the parties. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any one waiver constitute a continuing waiver. No waiver shall be effective or binding unless executed in writing by the party making and burdened by such waiver. This Contract may be executed in one or more duplicate original counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same instrument. Each of the parties unconditionally and irrevocably represents, warrants and covenants that it has the authority and power to enter into and be bound by this Contract and that the person signing on its behalf is authorized to do so. The Parties represent and warrant that they will take all steps reasonably necessary to effectuate, enforce and evidence the provisions of this Contract, the terms of which are intended to remain confidential between them. All section titles or captions contained in this Contract are for convenience only and shall not be deemed party of the context nor effect the interpretation of this Contract. This Contract or any section thereof shall not be construed against any Party due to the fact that said Contract or any section thereof was drafted by said Party. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of the Contract. If any provision of

this Contract, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Contract, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. If either party is required to enforce the provisions of this Contract against the other, then the prevailing party in any such legal action, as determined by a court of competent jurisdiction, shall be entitled to an award of its attorney's fees, court costs and litigation expenses, including expert fees.

[Exhibit B follows]

Exhibit B – Aerials of Project Location and of Barns for Demolition

12671 County Road 5110, Rolla, Missouri













































