



City of O'Fallon
Fire Extinguisher Inspection Services
Request for Proposals #25-045

CITY OF O'FALLON, MISSOURI

REQUEST FOR PROPOSALS

RFP NUMBER 25-045

Fire Extinguisher Inspection Services

May 2, 2025

INCLUDED ARE:

Proposal Instructions

Terms and Conditions

Scope of Work

Proposal Form

CITY OF O’FALLON, MISSOURI

PROPOSAL INSTRUCTIONS

PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified companies capable of providing the annual inspection of fire extinguishers for the City of O’Fallon. The RFP states the overall scope of services desired and specific functionality as well as required vendor qualifications.

This RFP provides prospective companies with sufficient information to enable them to prepare and submit proposals for consideration by the City of O’Fallon (hereafter referred to as “the City”) to satisfy the needs as outlined in the scope of services.

BACKGROUND:

The City of O’Fallon has around 500-550 extinguishers at approximately 20 locations. All extinguishers would need to be inspected in the month of June or July.

SCHEDULE OF ACTIVITIES

Release and advertisement of RFP:	May 2, 2025
Deadline for submission of questions:	May 8, 2025, at 12:00 P.M. CDT
Proposal submission deadline:	May 21, 2025, at 12:00 P.M. CDT

PROPOSAL SUBMISSION

Sealed proposals must be received by the City of O’Fallon, Missouri; Purchasing Office, 100 North Main Street; O’Fallon, Missouri 63366 prior to May 21, 2025 at 12:00 P.M. (prevailing central time). Each proposal shall consist of one original (identified as such) and two (2) copies.

It is the responsibility of the proposer to ensure that their proposal is received in the Purchasing Office, prior to the deadline. Companies mailing proposals should allow ample mail delivery time to ensure timely receipt of their proposals. Proposals received after the deadline for receipt of proposals will not be opened or considered.

Proposals must be clearly identified as a proposal for the City of O’Fallon, Missouri “**RFP # 25-045 Fire Extinguisher Inspection Services**” and shall show such information on the outside of the proposal packet. Proposals will not be accepted by facsimile or email transmittal. Do not staple or submit bid in any type of binder; binder clips are acceptable.

QUESTIONS

All questions must be submitted in writing to Christine Grabin, Purchasing Agent, no later than 12:00 P.M. (CDT) on May 8, 2025, via email CGrabin@ofallonmo.gov. The City will only respond by the end of day on May 13, 2025, to questions from Respondents. Answers to questions will only be distributed via addendum and posted on our website at www.ofallonmo.gov

AMENDMENTS TO RFP

In the event it should be necessary to revise any portion of this RFP, addenda will be provided to all proposers who received the original RFP from the City of O’Fallon. This does not relieve the submitting company the responsibility of regularly checking the City website listed below for updates regarding any addenda associated with this proposal request. Addenda are available on our website at: www.ofallonmo.gov. If you received this RFP by means other than the bid

system, you must furnish your company name, address, and telephone number to the Purchasing Agent identified in the Proposal Instructions section in order to receive any addendum to this RFP. Proposers shall acknowledge receipt of each addendum issued in the space provided on the RFP form.

END OF PROPOSAL INSTRUCTIONS

CITY OF O’FALLON, MISSOURI

TERMS AND CONDITIONS

QUALIFICATIONS:

All companies shall be licensed, insured, and bonded and shall furnish satisfactory evidence to the City that they have previously performed/provided the types of services as specified below.

LAWS AND ORDINANCES, REGULATIONS, LICENSING FEES:

Firm shall conform to all rules, regulations, ordinances, laws, or directives set forth by the City of O’Fallon and/or the State of Missouri.

LAW GOVERNING:

All State of Missouri and/or Federal Laws shall be hereby specifically made a part of this contract as set forth herein.

NON-DISCRIMINATING:

The Contractor, its employees, and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

Firm shall comply with Section 285.525 – 285.550 RSMo regarding enrollment in a federal work authorization program. **A signed, notarized affidavit (attached) and supporting documentation affirming enrollment in a federal work authorization program must be submitted with proposal. Failure to comply with this provision may result in rejection of proposal.**

E-VERIFY:

Company shall be E-Verify compliant and shall provide documentation to support this requirement within the proposal including the memorandum of understanding (MOU) and the electronic signature page completed in its entirety.

METHOD OF AWARD / SELECTION:

The proposals will be evaluated by the City. A response summary of proposals will be available by contacting Christine Grabin, Purchasing Agent. The response summary will only include the names of the companies that submitted proposals that were delivered by the required RFP submittal date and time. Until award of the contract, the Responses shall be held in confidence and shall not be available for public review.

TERMS/CANCELLATION AND DAMAGES:

This contract may be terminated by either or both parties upon thirty (30) days written notice or upon mutual agreement of both parties.

If the City, because of the Vendor’s breach, terminates this Contract, the City shall have the right to purchase service elsewhere and to charge the Vendor with any additional cost incurred.

Notwithstanding the above, the Vendor shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this contract by the Vendor and the City may withhold any payments to the Vendor until such time as the amount of such damages due the City from the Vendor shall be determined.

PRICING:

This request for proposal is a one (1) year agreement, exercised at the sole discretion of the City of O'Fallon, Missouri. The pricing stated by the respondent in the cost proposal section shall remain firm for a one (1) year period from the start date of the contract. No price increases will be allowed for the duration of the contract. Price decreases are allowed at any time.

RENEWAL & EXTENSION:

The successful bidder will be awarded a one (1) year agreement effective the date of award. Prices must not be increased for the entire agreement period. At the City's option, the agreement may be renewed for four (4) additional one (1) year periods. **In no event shall the term plus renewals exceed five (5) years.** The items or services purchased under this agreement may be subject to a price increase at the time of renewal, by mutual agreement. The exact increase or maximum percent increase shall be indicated on the price sheet of the proposal packet. Request for a price increase for each period must be presented to the City at least sixty (60) days before the expiration of the current agreement. If a request for increase is not presented, the prices will remain. Price decreases are allowed at any time.

AWARD REQUIREMENTS:

Once the City is prepared to award the contract to the selected company, the company will need to provide the following documents to the City.

- Signed contract agreement
- Current certificate of insurance

Once all of these items are received and fully executed, then the City will issue the Notice to Proceed.

It is the desire of the City to award a single contract for the entire scope of services outlined in this request for proposals. All proposals are subject to staff analysis. The City of O'Fallon reserves the right to accept or reject any and all proposals received.

CONTACT WITH CITY OF O'FALLON PERSONNEL:

As specified above, all contact with the City should be channeled through the Purchasing Agent. No contact with other City employees, officials, or City Council members is to be made by responding proposers throughout the entire process.

RESPONSE MATERIAL OWNERSHIP:

All proposals become the property of the City of O'Fallon, Missouri upon receipt and will only be returned to the proposer at the City's option. Selection or rejection of the proposal will not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP. Disqualification of a proposal does not eliminate this right.

PROPRIETARY INFORMATION:

All material submitted in response to this RFP will become public record and will be subject to inspection after an Intent to Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such request must include justification for the request and approval by the City Clerk. Neither cost or pricing information nor a total proposal will be considered proprietary.

CONFIDENTIALITY:

The Vendor agrees that it will not permit the disclosure or duplication of any information received from the City or stored on City systems unless such disclosure or duplication is specifically authorized in writing by the City, or as required by law.

The City agrees that it will not disclose or duplicate any information designated in advance by the Vendor as “Confidential/Proprietary” information to any person (other than City personnel who must have access to such information) unless such duplication, use or disclosure is specifically authorized in writing by the Vendor or is required by law. The term “Confidential/Proprietary” does not include ideas, techniques, or concepts that are in the public domain.

EVALUATION RIGHTS:

The City reserves the right to: a) reject any or all proposals, or to make no award, b) require modifications to initial proposals, c) make partial or multiple awards, or d) further negotiate costs submitted in proposals. The City reserves the right to award the contract in any manner deemed in the best interest of its citizens.

REJECTION OF PROPOSALS:

The City of O’Fallon, Missouri reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the City to do so. Failure to furnish all information or to follow the proposal format requested in this RFP may disqualify the proposal. Any exception to the Scope of Work must be identified in the proposal.

INCURRING COSTS:

The City of O’Fallon, Missouri shall not be obligated or be liable for any cost incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this solicitation shall be borne by the proposer.

SUBMISSION OF PROPOSALS AND SUPPLEMENTAL MATERIALS:

Proposals shall be submitted to the Purchasing Office. If supplemental materials are required or requested, then they must be submitted to the Purchasing Office as part of the proposal. Supplemental materials will not be accepted after the proposals have been opened, unless requested by the Purchasing Office. Submission or distribution by the company of unsolicited supplemental materials to City employees or Officials may result in rejection of the proposal.

DISCRIMINATION POLICY:

The City of O’Fallon advises the public that it does not discriminate against any person on account of race, color, religion, creed, sex, age, ancestry, or national origin, and that such nondiscrimination is extended to procurement of materials and/or the provision of municipal services.

WAIVER:

The City reserves the right to waive any variances from the original RFP in cases where the variances are considered to be in the best interest of the City.

INSURANCE:

The firm or company that is awarded a contract shall maintain during the life of the agreement and furnish to the City the appropriate Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates listing the City of O’Fallon as an “Additional Insured” during the Term of the Agreement, and a copy of such “Additional Insured” endorsement must accompany the certificate.

INDEMNITY:

The Vendor shall, at all times, fully indemnify, hold harmless, and defend the City and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Vendor and its employees, or because of any act or omission, neglect or misconduct of the Vendor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise.

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions, or suits brought against them.

The Vendor shall likewise be liable for the cost, fees and expenses incurred in the City’s or the Vendor’s defense of any such claims, actions, or suits.

PAYMENT TERMS AND CONDITIONS:

The City’s payment terms are Net 30 days. The City is exempt from Missouri sales and use taxes and will not pay taxes for any product or service. A copy of the City’s tax-exempt certificate shall be presented to the firm or company that is awarded a contract.

Inquiries concerning this Request for Proposals shall be directed to:

Christine Grabin
Purchasing Agent
City of O’Fallon, Missouri
100 North Main Street
O’Fallon, Missouri
Phone: (636) 379-5527
CGrabin@ofallonmo.gov

END OF TERMS AND CONDITIONS

CITY OF O'FALLON, MISSOURI

RFP NUMBER 25-045

SCOPE OF SERVICES

This will be for the annual inspection of the City's fire extinguishers and fire suppression system in 2 kitchens. The proposal also includes any extinguishers that need service at other times throughout the year. The annual inspection would be in the month of June or July. Prices should include:

- service charge per location
- annual re-certification
- service collars
- O-ring
- Valve stem
- 6-year maintenance
- Ability to recharge 5-pound, 10 pound and 20-pound extinguishers
- Ability to provide new 5-pound, 10 pound and 20-pound fire extinguishers
- Annual test for emergency lighting
- Vehicle bracket
- Inspection of kitchen suppression system

Contractor shall provide all labor, materials, tools, equipment, transportation, and supervision necessary to provide annual certification and maintenance, necessary recharging/refilling, and replacement of fire extinguishers at City facilities and various fleet/police department vehicles.

All routine and non-routine fire extinguisher services provided by the contractor must comply with the current edition of NFPA 10: Standard for Fire Extinguishers, as adopted and referenced by the Missouri Division of Fire Safety, the City of O'Fallon Fire Code, and any other applicable federal, state, or local codes, laws, regulations, and manufacturer specifications.

ROUTINE SERVICES

Contractor shall schedule and perform the below routine services for fire extinguishers at City facilities and within City vehicles. If during the course of providing services, the Contractor identifies equipment deficiencies, the Contractor will notify City of the deficiency and take necessary action as described below.

- Annual maintenance and inspection of fire extinguishers
- The annual maintenance required of the fire extinguishers shall be performed within 12 months of the previous annual maintenance and in accordance with the manufacturer's specifications.
- Recharging/refilling of fire extinguishers as necessary and required
- When recharging any fire extinguisher, the recommendations of the manufacturer shall be followed.
- Six-year maintenance of fire extinguishers
- Replacement/additional fire extinguishers
- During the maintenance and inspection of fire extinguishers, any extinguisher that Contractor identifies as having a deficiency shall be removed and retired from service and immediately replaced by the Contractor with a fire extinguisher of the same type and size.
- At the time an extinguisher is deemed to require hydrostatic testing in order to remain in use, the Contractor shall remove and retire the extinguisher from service and immediately replace the fire extinguisher with the same type and size.
- The contractor shall be responsible for the replacement of all extinguishers that have reached a 12-year life with comparable equipment.

- The contractor shall provide additional fire extinguishers as requested or necessary.

WARRANTY

- All equipment and goods supplied under contractual Agreement shall be covered by the manufacturer's normal written guarantee and/or warranty (minimum of one year) against defects in materials, workmanship, and performance.
- Two copies of the manufacturer's written warranty shall be supplied with the equipment. It shall be the responsibility of the manufacturer to pay all shipping and crating costs associated with warranty repairs.
- Warranty repairs shall be performed by the contractor on site at the City's request.
- The equipment warranty will become effective on the date of installation of the equipment but shall not exceed 24 months after receipt by the City.

RECORDS

Contractor must complete an Annual Report for all fire extinguishers. A complete survey and control card inventory program of every extinguisher serviced or replaced by the contractor shall be instituted and maintained by the contractor and provided to the City by December 31st of each year.

CERTIFICATIONS AND LICENSING

Contractor must be appropriately licensed and certified by the State of Missouri to sell and service fire extinguishers. e.g., licenses and certificates of registration. Licensing and certifications must be maintained throughout the entirety of the contract.

SUBCONTRACTING OF SERVICES

The proposer's subcontractor(s) for this scope of work must be identified at the time of the proposal. If the proposer wishes to use a subcontractor not specified in the proposal, prior written approval City must be obtained. If a subcontract for work or services is performed, the subcontract must contain all required provisions of the prime contract. All invoices must be through the prime contract. Direct invoicing from subcontractors cannot be accepted.

END OF SCOPE OF SERVICES

Supplemental Information (use additional sheets as necessary):

1. Name of primary contact, address, and phone number.

2. What day(s) and time(s) is the primary contact available?

3. Provide a brief history of the company.

4. Describe any name or ownership changes in the past five (5) years.

5. Submit a sample copy of your current contract/agreement with all terms and conditions (subject to review by the City's legal review).

6. Provide at least four (4) references of current or past clients for the same services being requested. Include the following information for each reference:

- Agency name
- Address, city, state, zip
- Contact information
- Years using system
- Population

7. Cost Proposal:

- Provide a comprehensive cost proposal with a complete breakdown and a grand total.
- The City reserves the right to choose all or a portion of the items proposed.

8. Renewal & Extension:

- In the event that the City of O'Fallon exercises its options to renew the contract for four (4) additional one (1) year periods pursuant to the applicable provisions outlined in this document, the Proposer shall provide below, the maximum percentages of increase or maximum percentage of decrease for each renewal period. The proposer is cautioned that the percentages shall be computed against the ORIGINAL contract/unit prices during renewal periods. Furthermore, the Bidder is advised that the City does not automatically grant increases at the time of renewing the contract and that if an increase isn't requested, documentation of need must be provided at the time of renewal.

Optional 1st Renewal Period Maximum % Increase over Year 1 Total Bid Price: _____ %

Optional 1st Renewal Period Maximum % Decrease over Year 1 Total Bid Price: _____ %

Optional 2nd Renewal Period Maximum % Increase over Year 1 Total Bid Price: _____ %

Optional 2nd Renewal Period Maximum % Decrease over Year 1 Total Bid Price: _____ %

Optional 3rd Renewal Period Maximum % Increase over Year 1 Total Bid Price: _____ %

Optional 3rd Renewal Period Maximum % Decrease over Year 1 Total Bid Price: _____ %

Optional 4th Renewal Period Maximum % Increase over Year 1 Total Bid Price: _____ %

Optional 4th Renewal Period Maximum % Decrease over Year 1 Total Bid Price: _____ %

Evaluation Criteria:

Proposals submitted in response to this Request for Proposals (RFP) will be evaluated based on the following criteria. The City of O’Fallon reserves the right to award a contract based on the proposal that best meets the City’s needs, as determined by the City in its sole discretion.

1. Experience and Qualifications

- Demonstrated experience in providing fire extinguisher inspection, maintenance, testing, recharging, and replacement services for municipal or commercial clients of similar size and scope.
- Certifications and licenses held by the company and its technicians (e.g., Missouri Division of Fire Safety certification).
- References from at least three (3) recent clients.

2. Compliance with Codes and Standards

- Demonstrated understanding of, and ability to comply with, the current edition of NFPA 10, the Missouri Division of Fire Safety regulations, the City of O’Fallon Fire Code, and all applicable federal, state, and local regulations.
- Adherence to manufacturer specifications for service procedures.

3. Scope of Services

- Ability to perform all required services, including but not limited to:
 - Annual inspections
 - Hydrostatic testing
 - Recharging
 - Replacement of damaged or expired extinguishers
 - On-site services at various City facilities
- Availability for emergency services or unscheduled maintenance calls.

4. Pricing and Fee Structure

- Clarity, completeness, and competitiveness of proposed pricing.
- Detailed pricing schedule for inspection, testing, maintenance, recharge, and replacement services.
- Hourly rates for labor, parts mark-up rates, and trip charges, if applicable.

5. Responsiveness and Proposal Quality

- Completeness and clarity of the proposal.
- Responsiveness to all requested information and requirements outlined in the RFP.
- Overall organization and professionalism of the submission.

6. Value-Added Services

- Any additional services, warranties, programs, or benefits offered at no additional cost to the City.
- Suggestions for improvements to the City's current extinguisher management program.

CITY OF O'FALLON, MISSOURI

PROPOSAL FORM

Signature of proposer indicates that the proposer understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposals and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with this Request for Proposal Number 25-045 and to all the conditions imposed herein, the undersigned offers and agrees to provide a Fire Extinguisher Annual Services for the City of O'Fallon in accordance with the scope of services and intent of the request for proposals contained herein.

Proposal Form shall be attached to respondent's proposal.

Indicate whether: () Individual; () Partnership; () Corporation

Incorporated in the state of: _____

COMPANY: _____

SIGNATURE: _____

ADDRESS: _____

NAME: _____

CITY: _____

TITLE: _____

STATE/ZIP: _____

PHONE NO.: _____

TAX ID NO.: _____

DATE: _____

Acknowledge the receipt of addenda by initialing box below as appropriate.

Addenda 1 _____ Addenda 2 _____ Addenda 3 _____ Addenda 4 _____

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF _____)
) ss
CITY OF _____)

On the ____ day of _____, 20____, before me appeared _____,
Affiant name

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the City to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the City of O’Fallon. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by the City, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or City) state

My commission expires:

Notary Public

[Attach documentation of enrollment/participation in a federal work authorization program]

INSURANCE REQUIREMENTS

GENERAL:

The Vendor shall respond to these specifications as an independent contractor and not as an employee of the City of O'Fallon.

WORKER'S COMPENSATION INSURANCE:

The Vendor shall procure and shall maintain during the Term of the Agreement, Worker's Compensation Insurance for all of its employees to be engaged and perform work under the Agreement, and in case such work is sublet, the Concessionaire shall require the subcontractor similarly to provide Worker's Compensation Insurance for all such employees to be engaged by the Vendor for such work unless such employees are covered by the protection afforded by the Vendor's Worker's Compensation Insurance. In the event any class of employees engaged in hazardous work under the Agreement is not protected under the Worker's Compensation statute, the Vendor shall provide and shall cause such subcontractor to provide adequate Employer's Liability insurance for the protection of its employees not otherwise protected.

Commercial General Liability Insurance:

The Vendor shall carry public and property damage insurance which shall include bodily injury and accidental death to any person and subject at the minimum limits set forth below:

Liability Limits	\$3,500,000/Per Occurrence
	\$3,500,000/General Aggregate
	\$3,500,000 Products/Completed Operations aggregate
	An umbrella/excess liability policy can be used to attain the required limits.

Commercial Automobile Liability Insurance:

The Vendor shall maintain Commercial Automobile Liability Insurance Coverage in the amounts not less than the minimum limits set forth below:

Bodily Injury and Property Damage	\$3,500,000 Combined Single Liability Limit
	An umbrella/excess liability policy can be used to attain the required limits.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS:

An original Certificate of Insurance from the company or authorized agent of record must be furnished to the City, provide that the City of O'Fallon is an "Additional Insured" on the Vendor's Commercial General Liability policy during the Term of the Agreement, and a copy of such "Additional Insured" endorsement must accompany the insurance certificate. Both the General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provision: Vendor and its insurer shall waive any right of subrogation against the City. This requirement of insurance does not limit the Vendor's liability under the Agreement in any manner.

CHANGES IN INSURANCE COVERAGE:

The Contractor shall notify the City of changes in insurance coverage in writing within thirty (30) days.

INDEMNITY:

The Contractor shall, at all times, fully indemnify, hold harmless, and defend the City and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise. Such indemnity shall not be limited by reason of the enumeration of any

insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Contractor shall likewise be liable for the cost, fees and expenses incurred in the City's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

INSURANCE RATING:

All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION:

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of the Contract for claims arising from events occurring while the Contract is in force.

NOTICE OF LAWSUIT:

Within sixty (60) days of service of process, the City shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the City shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within sixty (60) days.

CHOICE OF LEGAL COUNSEL:

The contractor shall provide coverage as stipulated in the contract. In the event of a proceeding, the City retains the right to approve legal counsel for claims brought against the City.

DISPUTES:

Any dispute arising out of this agreement will be resolved under the laws of the State of Missouri.

END OF INSURANCE REQUIREMENTS