



## **Request for Proposals: Long-range facility maintenance plan (comprehensive facility reserve study)**

The City of Parkville, Missouri ("City") is pleased to issue this Request for Proposals ("RFP") for a long-range facility maintenance plan.

### **1. INTRODUCTION**

The City of Parkville is a fourth-class city located in the southern portion of Platte County, Missouri along the Missouri River. The population of Parkville was 5,554 at the 2010 census. Parkville is home to Park University, Parkville Commons, English Landing Park, the National Golf Club, Riss Lake, and the historic downtown Main Street area. The City of Parkville has 40 permanent employees supplemented by various contracted, seasonal, and intern employees. The City offers a full range of municipal services including street maintenance, public parks, sewer utility, community development, police, and municipal court. The 2015 City Budget and 2014 Audit are available online: <http://parkvillemo.gov/financialdocuments/>.

The City of Parkville is accepting proposals for a long-range facility maintenance plan of Parkville City Hall. Proposals clearly labeled "long-range facility maintenance plan proposal" will be received until 5:00 p.m. CST January 4, 2016, at Parkville City Hall. Proposal instructions and service specifications are below.

### **2. PROJECT OVERVIEW**

The City is seeking proposals to assess the condition of Parkville City Hall (8880 Clark Ave, Parkville, MO, 64152; 22,000 square feet) and develop a plan for replacement and maintenance of facility components to be able to more accurately budget for future repairs and to ensure building longevity. The results of this study will assist the City in developing a long-range strategic plan for routine maintenance and systematic replacement of facility components or systems. In general:

- Establish a list of maintenance & repair priorities and incorporate these into a short-term and long-term maintenance & repair priorities schedule;
- Analyze budget implications based in part on a life-cycle cost analysis and identify future funding requirements for the recommended maintenance & repair priorities schedule;
- Develop a protocol or provide an alternative recommendation for on-going maintenance, repair, and monitoring of City facilities.

### **3. SCOPE OF SERVICES**

The City would like to retain the services of a consultancy firm, or firms working in partnership, to complete a long-range facility maintenance plan after conducting the necessary analysis of Parkville City Hall. Specific components of the study and tasks necessary to complete it are listed below. This investigation should include, but is not limited to:

#### **A. Infrastructure Condition Assessment Audit**

Conduct a full review of the condition of Parkville City Hall and supporting infrastructure (landscaped areas, outside sidewalk, etc). The review shall include detailed cost estimates to repair, renovate, and maintain all portions of the facility (including furniture, fixtures and equipment) to acceptable maintenance conditions including compliance with all current fire, safety, and ADA requirements.

This review shall also include an analysis of not only remedying any existing deferred maintenance issues, but also include recommended changes to achieve greater energy efficiencies and/or eliminate functional deficiencies.

**B. Identification of Short and Long-Term Needs**

Estimate short and long-term maintenance needs over a 20-year period. Needed repairs, maintenance, and preventive maintenance would need to be categorized based on priorities. Health and safety repairs would be placed at the highest priority level, and cosmetic or aesthetic needs placed in a lower priority category. Information obtained from staff consultation would also help to establish work priorities.

**C. Staff Consultation**

Meet with select City staff to obtain additional acknowledge about Parkville City Hall. Information collected by the consultant would include building specifications, desired energy or aesthetic improvements, and other items which cannot be obtained through visual inspection or life-cycle modeling.

**D. Cost Analysis and Reserve Budget Forecasting**

Using information obtained from identifying the short and long-term maintenance needs and priorities, the Consultant shall evaluate the short and long-term budget implications, CIP funding requirements (projects over \$5000), and cost savings related recommended preventive maintenance. As appropriate, this shall include life-cycle cost modeling which captures all anticipated facility costs, both major and minor.

**E. Report and Recommendations**

Provide a comprehensive written report of the findings. The report should include a protocol or alternative recommendation for the on-going maintenance, repair, and monitoring of City facilities.

- Proposals are encouraged to make suggestions, additions, or amendments to the above list achieve the City's goals.

**4. BUILDING WALKTHROUGH**

An optional building walkthrough will be held Friday, December 21<sup>th</sup> at 10:00 a.m. for interested consultants.

**5. PROPOSAL AND EVALUATION CRITERIA**

A. Instructions to Applicants:

- i. The response to this RFP should be delivered as follows: Three (3) hard copies plus one (1) electronic PDF file version (on a CD or flash drive) shall be submitted to the address below in a sealed package clearly marked to the attention of Tim Blakeslee and must be received at the address below by 5:00 PM Central Time on January 4, 2016.

Tim Blakeslee  
Assistant to the City Administrator  
City of Parkville  
8880 Clark Ave.  
Parkville, MO 64152

- ii. Any proposals received after the specified date and time will be rejected and returned unopened. Proposals may not be modified or withdrawn after the submittal deadline. However, a respondent may withdraw one's proposal from the selection process at any time prior to the submittal deadline. The City reserves the right to extend the time for submittals.

- iii. Additional promotional materials/brochures may be included in addition to the proposal but may not substitute for any of the content requirements of the proposal itself. This additional material need not be submitted in an electronic format.
- iv. The City reserves the right to request a change in any proposed sub-consultants, if applicable.
- v. The City reserves the right to waive any irregularities and/or reject any and all submittals. The City is under no obligation to award a contract to any company submitting a proposal.
- vi. The City shall not be responsible for any costs incurred in the preparation, submittal, and presentation of proposals.
- vii. All materials submitted shall become the property of the City and shall be subject to the laws and regulations relating to the disclosure of public information. No guarantee of privacy or confidentiality is offered or implied.

#### B. Proposal Requirements

The following are the contents that all proposals must include. These categories and criteria will be major considerations in the evaluation and determination of the most qualified and capable company. Note: The sequence of the listing is not intended to reflect relative weight of each category.

1. **Interest and Relevant Experience:** A statement of interest for the scope of services including a narrative describing the respondent's capabilities, relevant experience, and interest in the scope of work. Include the name(s) of the person(s) authorized to represent the proposer, title, address, and telephone number.
2. **Understanding and Approach to the Work:** The proposal shall demonstrate an understanding of the City's needs, a proposed scope of work, including process and schedule, and the ability to complete the project within budget. The proposed scope of work should indicate which individuals will be responsible for completing the work. These criteria will be evaluated based on the proposer's understanding of the City's objectives and ability to demonstrate a process that efficiently and effectively achieves the desired outcomes.
3. **Project Team:** The proposal shall include background for all the key project team members including educational background/training, certifications, related experience and detailed descriptions of roles played on past projects. The proposal should identify primary project contacts and all team members who would represent the firm at public meetings.
4. **Proposed Schedule and Availability:** Proposal shall include a schedule for major project benchmarks. Proposal shall describe the availability and commitment of the respondent to undertake the scope of services and to consistently deliver the proposed product on the proposed schedule.
5. **References:** The name, address and telephone number of at least three references who can attest to the respondent's ability to perform the services. Proposal shall include a description of the relationship between each reference and the respondent.
6. **Disclosure:** Proposal will disclose any professional or personal financial interest which could be a possible conflict of interest in contracting with the City.
7. **Fee:** Proposal shall include a total fee for the scope of work including any proposed scope revisions for the cost of a long-range facility maintenance plan for Parkville City Hall. Proposal shall also provide a fee schedule for each labor category proposed for the performance of the work. Proposal should clearly state basis for the proposed fee (hourly, lump sum, other) and the method for billing additional services beyond the initial scope of service. The fee proposal shall itemize the methodology for billing reimbursable expenses such as travel, production of documents, purchase of data, etc. The City

reserves the right to negotiate a final fee and scope of work as part of contract negotiations following the selection process.

8. **Adherence to Contract:** The City's standard Professional Services Agreement is included as Attachment 1. Respondent shall thoroughly review the agreement and state an ability to comply with its terms and/or state any terms for which it will request re-negotiation.

#### **PROPOSED PROCESS AND TIMELINE (subject to change)**

- December 8, 2015 RFP issued and posted on the City of Parkville website
- December 21, 2015 Optional walkthrough of Parkville City Hall at 10:00 AM Central Time
- January 4, 2016 Receipt of proposals due by 5:00 PM Central Time
- January 5, 2016 A selection committee comprised of city staff will evaluate the proposals and select a preferred company to begin contract negotiations. If multiple companies have exceptional proposals, the selection committee will select a short-listed group of finalists for interviews.
- January 6-8 2015 Short-listed companies are interviewed (if applicable)
- January 11, 2015 Preferred company is notified of selection and contract negotiations
- January 25, 2015 Finance Committee takes action on recommended contract
- February 2, 2016 Board of Aldermen takes action on recommended contract (if applicable)
- January 26/  
February 3, 2016 Notice to Proceed

END OF REQUEST FOR PROPOSALS

Attachments:

1. Professional Services Agreement

LONG-RANGE FACILITY MAINTENANCE PLAN PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this \_\_\_\_ day of February 2016, by and between the CITY OF PARKVILLE, MISSOURI (“City”) and \_\_\_\_\_ (“Service Provider”).

WHEREAS, the City requires a long-range facility maintenance plan (“Project”); and

WHEREAS, Service Provider was chosen through a qualifications and fee based selection process and has demonstrated the necessary expertise, experience, and personnel to complete the Project.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties mutually agree as follows:

**I. SCOPE OF SERVICES**

- A. The term “Services” when used in this Agreement shall mean any and all long-range facility maintenance plan services provided by the Service Provider in accordance with this Agreement.
- B. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the Services described in the Exhibit A – Scope of Services, attached hereto and incorporated by reference.
- C. The City reserves the right to direct revision of the Services at the City’s discretion. Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services.
- D. Service Provider shall provide Additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City’s prior written consent shall be at the Service Provider’s own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.

**II. STANDARD OF CARE**

- A. Service Provider shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.
- B. Service Provider represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

**III. COMPENSATION**

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
  - a. Services will be billed in a lump sum amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) in incremental amounts among completion of specified tasks as outlined in Exhibit A.
  - b. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc.
- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice’s due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.

- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

#### **IV. SCHEDULE**

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- B. Services shall be completed within the timeframe(s) outlined in Exhibit A – Scope of Services and Fees.
- C. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- D. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

#### **V. LIABILITY AND INDEMNIFICATION**

- A. Service Provider shall indemnify, defend and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Service Providers' negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Service Provider's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials Service Provider creates or supplies to the City, except to the extent that such claims arise from materials created or supplied by the City.
- B. Service Provider's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Service Provider whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

#### **VI. INSURANCE**

The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement the insurance described on Exhibit B.

#### **VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL**

- A. Service Provider's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Service Provider.
- B. While upon City premises, the Service Provider's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

#### **VIII. OWNERSHIP OF WORK PRODUCT**

Service Provider agrees that any documents, materials and work products produced in whole or in part through it under this Agreement, any intellectual property rights of Service Provider therein (collectively the "Works") are intended to be owned by the City. Accordingly, Service Provider hereby assigns to the City all of its right title and interest in and to such Works.

**IX. RELATIONSHIP OF THE PARTIES**

- A. Service Provider represents that it has, or will secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the Services required hereunder will be performed by the Service Provider or under Service Provider's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

**X. NOTICES**

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Service Provider shall be sent to:
  - City of Parkville
  - Attn: City Administrator
  - 8880 Clark Ave.
  - Parkville, MO 64152
  - [tblakeslee@parkvillemo.gov](mailto:tblakeslee@parkvillemo.gov)

- A. Notices sent by the City shall be sent to:
  - Contact Information

**XI. TERM AND TERMINATION**

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. The term of this Agreement shall be until all Services are satisfactorily completed and accepted by the City.
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination at the rates set forth on Exhibit A, or if the appropriate compensation of services performed through the date of termination is not set forth on Exhibit A, on a pro-rata basis determined by the percentage of completion of services as described on Exhibit A. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

**XII. RESOLUTION OF DISPUTES**

- A. City and Service Provider agree that disputes relative to the services and the Project shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct

negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Service Provider shall proceed with the services as per this Agreement as if no dispute existed.

- B. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Administrator as to such matter or other action on which the dispute is based.
- C. Arbitration of disputes.
  - i. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association.
  - ii. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
  - iii. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Service Provider and any person or entity with whom the City or Service Provider has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Agreement or not a party to an agreement with the City, except by written consent containing a specific reference to the Agreement signed by the City and Service Provider and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
  - iv. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
  - v. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **XIII. MISCELLANEOUS PROVISIONS**

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior

written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

- C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
  - i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  - ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
  - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees can lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.
- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.
- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITY OF PARKVILLE, MISSOURI

By: \_\_\_\_\_

Nanette K. Johnston, Mayor

ATTEST:

\_\_\_\_\_

Melissa McChesney, City Clerk

SELECTED CONSULTANT

By: \_\_\_\_\_

Principal

## EXHIBIT A: Scope of Work

*Please note that the City reserves the right to negotiate other services as part of contract negotiations following the selection process.*

### A. Infrastructure Condition Assessment Audit

Conduct a full review of the condition of Parkville City Hall and supporting infrastructure (landscaped areas, outside sidewalk, etc). The review shall include detailed cost estimates to repair, renovate, and maintain all portions of the facility (including furniture, fixtures and equipment) to acceptable maintenance conditions including compliance with all current fire, safety, and ADA requirements.

This review shall also include an analysis of not only remedying any existing deferred maintenance issues, but also include recommended changes to achieve greater energy efficiencies and/or eliminate functional deficiencies.

### B. Identification of Short and Long-Term Needs

Estimate short and long-term maintenance needs over a 20-year period. Needed repairs, maintenance, and preventive maintenance would need to be categorized based on priorities. Health and safety repairs would be placed at the highest priority level, and cosmetic or aesthetic needs placed in a lower priority category. Information obtained from staff consultation would also help to establish work priorities.

### C. Staff Consultation

Meet with select City staff to obtain additional acknowledge about Parkville City Hall. Information collected by the consultant would include necessary building specifications, desired energy or aesthetic improvements, and other items which cannot be obtained through visual inspection or life-cycle modeling.

### D. Cost Analysis and Reserve Budget Forecasting

Using information obtained from identifying the short and long-term maintenance needs and priorities, the Consultant shall evaluate the short and long-term budget implications, CIP funding requirements (projects over \$5000), and cost savings related recommended preventive maintenance. As appropriate, this shall include life-cycle cost modeling which captures all anticipated facility costs, both major and minor.

### E. Report and Recommendations

Provide a comprehensive written report of the findings. The report should include a protocol or alternative recommendation for the on-going maintenance, repair, and monitoring of City facilities.

### F. Timeframe and Deadline/s

*Negotiated as part of contract negotiations during/following the selection process.*

## EXHIBIT B

### INSURANCE REQUIREMENTS

1. The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Service Provider shall also secure and maintain, through the duration of this Agreement and for at least two years after final payment by the City, Professional Liability – Errors and Omissions Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Service Provider shall also secure and maintain Worker’s Compensation and Employer’s Liability Insurance, when applicable, at the limits required by state and/or federal law. The City will only accept coverage from an insurance carrier that offers proof that it:
  - a. Is licensed to do business in the State of Missouri;
  - b. Carries a Best’s policy holder rating of A or better; and
  - c. Carries at least a Class X financial rating.
2. Service Provider shall furnish the City with a Certificate of Insurance on a standard ACORD form, indicating types of insurance, policy numbers, dates of commencement and expiration of policies and carriers. Service Provider shall cause the City to be included as an Additional Insured, and shall require its insurer to provide the City with at least 30 days advance notice of cancellation. Service Provider shall deliver to the City a copy of an Additional Insured Endorsement, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) and a Notice of Cancellation Endorsement, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms. A copy of the Notice of Cancellation Endorsement and Additional Insured Endorsement must be furnished to the City prior to commencement of any services on City property.