

# RESOLUTION NO. 04 11 2024D

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH MODERN BUSINESS INTERIORS, PROVIDING FOR FURNITURE PROCUREMENT AND INSTALLATION, IN AN AMOUNT NOT TO EXCEED \$24,899.38.**

**WHEREAS**, the City of O'Fallon has additional furniture procurement needs for several different departments; and

**WHEREAS**, the City has previously ordered from Modern Business Interiors and, in an effort to maintain consistency in appearance and quality, Modern Business Interiors has been designated a single source vendor; and

**WHEREAS**, City Staff recommends approval of this Resolution for additional furniture needs provided by Modern Business Interiors.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF O'FALLON, MISSOURI, AS FOLLOWS:**


**SECTION 1:** The City Council approves on behalf of the City an agreement with Modern Business Interiors for furniture procurement and installation at a cost not to exceed \$24,899.38, in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

**PASSED BY THE CITY COUNCIL FOR THE CITY OF O'FALLON, MISSOURI, THIS 11<sup>TH</sup> DAY OF APRIL 2024.**

Attest:


  
Bess Bacher, City Clerk



  
Presiding Officer

# RESOLUTION NO. 04 11 2024D

APPROVED BY THE MAYOR FOR THE CITY OF O'FALLON, MISSOURI, THIS 11<sup>TH</sup> DAY OF APRIL 2024.

  
\_\_\_\_\_  
Bill Hennessy, Mayor

Attest:

  
\_\_\_\_\_  
Bess Bacher, City Clerk



Approved as to Form:

  
\_\_\_\_\_  
Kevin M. O'Keefe, City Attorney



## AGREEMENT

THIS AGREEMENT is made and entered into this <sup>11th</sup> ~~1st~~ day of April, 2024, by and between the City of O'Fallon, Missouri (CITY) and Modern Business Interiors (VENDOR). The parties agree as follows:

1. VENDOR agrees to provide the CITY with products or services in accordance with the bid documents and specifications entitled Proposal #53389. Said bid documents and specifications shall be incorporated into this contract by this reference.
2. The CITY in accordance with the attached Proposal will pay VENDOR an amount not to exceed \$24,899.38 upon completion of the work noted above.
3. VENDOR shall provide and bill for only those services associated with this project. No additional charges will be allowed without prior approval. All work performed shall be identified and quantified on each invoice.
4. VENDOR is an independent contractor and nothing contained herein shall constitute or designate VENDOR or any of its agents or employees as agents or employees of the CITY.
5. VENDOR agrees in the performance of this agreement that it will not discriminate against any employee of applicant for employment because of race, creed, color, age, sex, national origin, ancestry, religion or political opinion or affiliation.
6. VENDOR shall maintain during the life of this Agreement and furnish to the CITY the appropriate Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates in amounts as detailed in the bid specifications. 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. This requirement of insurance does not limit the Vendor's liability under the Agreement in any manner. VENDOR shall provide 30 days written notice prior to any change in insurance.
7. VENDOR agrees to indemnify the CITY, its' officials, and employees from any loss, damage, costs, charges or expenses to person or property by reason of any action or omission on the part of any person or company involved in this agreement.

