

CITY OF OLATHE

AGREEMENT RENEWAL

This Agreement Renewal ("Renewal") made this ____ day of _____, 2024, by and between the City of Olathe ("City") and Traffic Signal Control Corp. ("Vendor") (collectively, the "Parties").

WHEREAS, the City and Consultant have previously entered into an Agreement, dated July 19, 2022 ("the Agreement"), for traffic signal supplies; and

WHEREAS, the Agreement was for one (1) year;

WHEREAS, Section 1 of the Agreement provides that the Agreement may be renewed for additional one (1)-year periods upon the written agreement of both parties; and

WHEREAS, the Parties have not previously renewed the Agreement;

WHEREAS, the Agreement expired on July 18, 2023; and

WHEREAS, the Parties are desirous of renewing the Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

The Agreement, as modified, is hereby renewed for an additional term of one-year, commencing on the date of Agreement Renewal execution. The City agrees to pay the pricing described in Exhibit A for the contract period.

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement will remain in full force and effect, except as specifically modified by any prior written renewals approved by the Parties and by this Renewal, including all policies of insurance which will cover the work authorized by this Renewal.

IN WITNESS WHEREOF, the Parties have caused this Renewal to be executed as of the day and year first above written.

CITY OF OLATHE, KANSAS

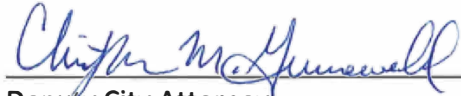
By: _____
Mayor

ATTEST:

City Clerk


(SEAL)

APPROVED AS TO FORM:



Deputy City Attorney

Traffic Control Corp.

By: 

John Lizzardo, President
Corporate Address:
10435 Argonne Woods Dr,
Woodridge, IL 605171

EXHIBIT A

Description and Pricelist Attachment

**TRAFFIC CONTROL
CORPORATION**

LISA SEYMOUR
3020 SW ORALABOR RD STE 112
ANKENY, IA 50023
P: 913-284-6901

QUOTATION

Number 657580

Page: 1 of 2

To: 14932
OLATHE, CITY OF
309 N ROGERS ROAD
PO BOX 768
PUBLIC WORKS
OLATHE KS 66062 USA

Quote Date: 3/28/2024 Expires: 12/30/2024
Terms: NET 30 BASED ON APPROVED CREDIT
FOB: DESTINATION-FRT INCLUDED
Salesperson: LISA SEYMOUR
Email:

Attn:
Email:
Phone: 913-971-5170 Fax:

Letting Date:

Location: OLATHE, KS

Book / Call / Item:

Description: TRAFFIC SIGNAL COMPONENTS

Contract No:

ALL PRICES ARE NET EACH COST BASED ON QUANTITIES LISTED. ANY CHANGE IN QUANTITIES WILL REQUIRE A COMPLETE REQUOTE. FOB DESTINATION AND PROGRAMMING ASSISTANCE IS INCLUDED WITH COMPLETE ORDER ONLY.

BUY AMERICA REQUIREMENTS AND DOCUMENTATION MUST BE REQUESTED AT TIME OF ORDER OR WILL BE SUBJECT TO ADDITIONAL FEES

PURCHASING WITH A CREDIT CARD WILL INCUR A 5% TRANSACTION FEE.

TAX EXEMPTION CERTIFICATE REQUIRED AT TIME OF RELEASE.

Part Number / Description	Unit Price	Qty/UM	Net Price
COBALT RACK MOUNT CONTROLLER	5,575.00	1.00 EA	5,575.00
ECONOLITE RACK MOUNT CONTROLLER WITH DATA KEY ***NOTE: SOFTWARE NOT INCLUDED***			
2070 CONTROLLER W/ 1C-MODULE	4,675.00	1.00 EA	4,675.00
2070C CONTROLLER WITH 1C-MODULE, AND DATA KEY ***NOTE: SOFTWARE NOT INCLUDED***			
2070 CONTROLLER W/O 1C-MODULE	3,600.00	1.00 EA	3,600.00
2070C CONTROLLER WITHOUT 1C-MODULE ***NOTE: SOFTWARE NOT INCLUDED***			
2070 1C-MODULE WITH DATA KEY	1,750.00	1.00 EA	1,750.00
2070 1C-MODULE WITH DATA KEY ***NOTE: SOFTWARE NOT INCLUDED***			
CONTROLLER CABINET 332D	24,000.00	1.00 EA	24,000.00
332D CABINET ASSEMBLY (NATURAL) - INCLUDES: (16) LOAD SWITCHES, (8) TRANSFER RELAYS, (2) FLASHERS, (4) DC ISOLATORS, (1) EDI 2010 ECLIP MONITOR ***NOTE: BATTERY BACKUP SYSTEM, CONTROLLER, AND SWITCH NOT INCLUDED***			

Pricing does not include applicable sales taxes. If order is to be exempt sales tax, documentation must be provided at time of order.
Additional terms may apply. Review our full Terms & Conditions of Sale at www.trafficcontrolcorp.com.

**TRAFFIC CONTROL
CORPORATION**

LISA SEYMOUR
3020 SW ORALABOR RD STE 112
ANKENY, IA 50023
P: 913-284-6901

QUOTATION

Number 657580

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Part Number / Description	Unit Price	Qty/UM	Net Price
CONTROLLER CABINET 332D WITH APC BBS	29,500.00	1.00 EA	29,500.00
332D CABINET ASSEMBLY (NATURAL) - INCLUDES: (16) LOAD SWITCHES, (8) TRANSFER RELAYS, (2) FLASHERS, (4) DC ISOLATORS, (1) EDI 2010 ECLIP MONITOR, (1) SMARTUPS INDUSTRIAL 2000VA/20000W 120VAC IN/OUT RM CONFORMAL COATED - P# XU2K0LLXXRCC, (4) 50AH BATTERIES, (1) SMARTUPS INDUSTRIAL SERVICE BYPASS UNIT RACK MOUNT WITH GENERATOR - P# XS30ALLXXR2G, AND (1) SMARTUPS INDUSTRIAL BATTERY HARNESS - P# XHXXS7A8F ***NOTE: CONTROLLER AND SWITCH NOT INCLUDED***			
LEOTEK LED	85.00	1.00 EA	85.00
120 VOLT 12in LED, RED BALL, YELLOW BALL, GREEN BALL, 15-YEAR			

Item Total:	69,185.00
Misc Charges and Adjustments:	0.00

Quote Total:	69,185.00
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Exhibit B
Insurance Requirements

CITY OF OLATHE INSURANCE REQUIREMENTS

A. Insurance. Consultant agrees to secure and maintain throughout the duration of this Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. Business Automobile Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Any Auto; OR All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000

Notwithstanding the foregoing, if Consultant does not own any automobiles, then Consultant must maintain Hired and Non-Owned Auto insurance.

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Consultant against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability: Consultant must maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000

5. Cyber Insurance: If Consultant will have access to the City's network or City's data, Consultant must maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement. Coverage must

include: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

Limits: Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000

- B. Exposure Limits.** The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Consultant nor has City assessed the risk that may be applicable to Consultant. Consultant must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Consultant's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Consultant.
- C. Costs.** The cost of insurance will be included in the Consultant's bid or proposal and must be at Consultant's expense. Any and all deductibles or self-insurance in the above described coverages will be the responsibility and at the sole risk of the Consultant.
- D. Verification of Coverage**
1. Consultant must provide a certificate of insurance on ISO form or equivalent, listing the City as the certificate holder, and additional insured endorsements for the requested coverages.
 2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
 3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
 4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.
- E. Cancellation.** No required coverage may be suspended, voided, or canceled, except after Consultant has provided thirty (30) days' advance written notice to the City.
- F. Subconsultant's Insurance:** If a part of this Agreement is to be sublet, Consultant must either cover all subconsultants under its insurance policies; OR require each subconsultant not so covered to meet the standards stated herein.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 20 North Martingale Road Schaumburg IL 60173	CONTACT NAME: Linda Luebking PHONE (A/C, No, Ext): 847-463-7832 FAX (A/C, No): (847) 440-9130 E-MAIL ADDRESS: Linda.Luebking@MarshMMA.com
INSURED Traffic Control Corporation 10435 Argonne Woods Drive Woodridge IL 60517	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: XL Insurance America, Inc. INSURER C: Berkshire Hathaway Homestate I INSURER D: Berkley Assurance Company INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1919412319**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY316917-23	5/25/2023	5/25/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB316918-23	5/25/2023	5/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			US00075503LI23A	5/25/2023	5/25/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	TRWC327428	5/25/2023	5/25/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			PCAB50221840523	5/25/2023	5/25/2024	Occurrence/Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Traffic Signal Components

It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability and Auto Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project.

City of Olathe

CERTIFICATE HOLDER**CANCELLATION**

City of Olathe
309 N. Rogers Road
PO Box 768
Olathe KS 66062

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

All Persons or Organizations as required by contract or agreement

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with

such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

All Persons or Organizations as required by contract or agreement

Location And Description of Completed Operations:

The locations as specified in the written contracts or agreements

Additional Premium:

Included

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

All Persons or Organizations where required by contract or agreement

With respect to **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured** is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an "insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

1. You;
2. an "employee" of yours; or
3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All Persons or Organizations where required by contract or agreement

- A. SECTION II – COVERED AUTOS LIABILITY COVERAGE**, paragraph **1. Who Is An Insured** is amended to include the person(s) or organization(s) shown in the above Schedule as an additional “insured”, but only with respect to “accidents” arising out of your work while being performed for such person(s) or organization(s).
- B.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This policy's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to the “insured” person(s) or organization(s) shown in the above Schedule provided that:

1. Such “insured” is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such “insured”.