

CITY OF OLATHE

AGREEMENT RENEWAL

This Agreement Renewal ("Renewal") made this 19th day of March, 2024, by and between the City of Olathe ("City") and DH Pace Company Inc., (collectively, the "Parties").

WHEREAS, the City and Consultant have previously entered into an Agreement, dated June 17, 2022 ("the Agreement"), for Door Repair and Replacement Services; and

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

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

WHEREAS, the Parties have previously renewed the Agreement;

WHEREAS, the Agreement will currently expire on March 1, 2024; 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 (1) year, commencing at the expiration of the current term on March 1, 2024. The City agrees to pay an amount not to exceed \$300,000.00 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:

City Attorney or Deputy/Assistant City Attorney

DH Pace dba Overhead Door Company of Kansas City, A DH Pace Company

By:  Dan Hiller
(INSERT VENDOR PRINCIPAL & TITLE)
1901 E 119th St
Olathe, KS 66061

Digitally signed by Dan Hiller
DN: c=US,
E=Dan.Hiller@dhpace.com,
O=DH Pace Company, Inc.,
OU=MW Regional Manager,
CN=Dan Hiller
Date: 2024.03.26
16:26:49-05'00'

EXHIBIT A

Product Description and Pricing

1. Labor, during business hours \$73.15/HR
2. Labor, after hours..... \$103.66/HR
3. Labor, weekends, holidays..... \$134.18/HR
4. Parts, components, materials, cost plus..... 25% above cost
5. One-time Service – Vehicle Maintenance Bay Doors..... \$3429.51
6. One-time Service – Utility Bay Doors..... \$1519.48
7. One-time Service – Five (5) Doors at the Weld Bldg., One (1) at HHW.....\$1135.03

Normal Service Hours: 7:00 AM – 5:00 PM, 5 days per week

Emergency Service Available: 24 hours / 7 days per week

Emergency Contact:

Overhead Door @ 816-221-0072 / George Donnelly @ 816-215-2652

Contact

Pamela Glawson

Pamela.glawson@dhpac.com

service@ohdkc.com

816-221-0072

Exhibit B

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

Page 1 of 1

DATE (MM/DD/YYYY)
03/27/2024

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@wtwco.com FAX (A/C No): 1-888-467-2378														
INSURED D.H. Pace Company, Inc. (See Attached Named Insured Schedule) 1901 East 119th St Olathe, KS 66061	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Safety National Casualty Corporation</td><td>15105</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Safety National Casualty Corporation	15105	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** W33010941**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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		GL 6676460	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CA 6676461	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	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"/> No	N/A	LDC4067849	01/01/2024	01/01/2025	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**Project:** All work performed for certificate per written contract

City of Olathe, KS is included as an Additional Insured as required by written contract. Additional Insured status applies to General Liability (GLM 374) and Automobile Liability coverages with limits as shown on certificate or amount required in executed contractual agreement, whichever is less, subject to the insurance contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Olathe, KS PO Box 768 Olathe, KS 66051-0768	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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ACORD 25 (2016/03)

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SR ID: 25620313

BATCH: 3392491

D.H. Pace Company, Inc.

Named Insured Schedule
ABC Doors of Dallas, a D.H. Pace Company, Inc.
Adams Door, a D.H. Pace Company, Inc.
American Overhead Door, a DH Pace Company, Inc.
Ameridock, a D.H. Pace Company, Inc.
Ankmar, a D.H.Pace Company, Inc.
Bi-State Loading Dock Specialists, a D.H. Pace Company, Inc.
Carolina Industrial Systems, a D.H. Pace Company, Inc.
D.H. Pace Company, Inc.
D.H. Pace Compliance Services
D.H. Pace Construction Services, a D.H. Pace Company, Inc.
D.H. Pace Door Services, a D.H. Pace Company, Inc.
D.H. Pace Facilities Group, a D.H. Pace Company, Inc.
D.H. Pace National Accounts Group, a D.H. Pace Company, Inc.
D.H. Pace Systems Integration, a D.H. Pace Company, Inc.
Door Control Services, a D.H. Pace Company, Inc.
E. E. Newcomer Enterprises, Inc.
EEN Leasing, Inc.
EEN Real Estate, Inc.
HBD Technology, a D.H. Pace Company, Inc.
K&B Garage Doors, a D.H. Pace Company, Inc.
King Door, a D.H. Pace Company, Inc.
Montgomery Door Controls, a D.H. Pace Company, Inc.
Norm's Doors, a D.H. Pace Company, Inc.
Overhead Door Company of Albuquerque, a D.H. Pace Company, Inc.
Overhead Door Company of Atlanta, a D.H. Pace Company, Inc.
Overhead Door Company of Blue Springs, a D.H. Pace Company, Inc.
Overhead Door Company of Boston, a D.H. Pace Company, Inc.
Overhead Door Company of Cape Cod - Commercial, a D.H. Pace Company, Inc.
Overhead Door Company of Central Arizona, a D.H. Pace Company, Inc.
Overhead Door Company of Central Missouri, a D.H. Pace Company, Inc.
Overhead Door Company of Charlotte, a D.H. Pace Company, Inc.
Overhead Door Company of Colorado Springs, a D.H. Pace Company, Inc.
Overhead Door Company of Columbia, a D.H. Pace Company, Inc.
Overhead Door Company of Des Moines, a D.H. Pace Company, Inc.
Overhead Door Company of Four Corners, a D.H.Pace Company, Inc.
Overhead Door Company of Greater Hall County, GA, a D.H. Pace Company, Inc.
Overhead Door Company of Greensboro, a D.H. Pace Company, Inc.
Overhead Door Company of Greenville, a D.H. Pace Company, Inc.
Overhead Door Company of Jefferson City, a D.H. Pace Company, Inc.
Overhead Door Company of Joplin, a D.H. Pace Company, Inc.
Overhead Door Company of Kansas City, a D.H. Pace Company, Inc.
Overhead Door Company of Little Rock, a D.H. Pace Company, Inc.
Overhead Door Company of Manhattan, a D.H. Pace Company, Inc.
Overhead Door Company of Metro West, a D.H. Pace Company, Inc.
Overhead Door Company of Nashville, a D.H. Pace Company, Inc.
Overhead Door Company of Northeast Georgia, a D.H. Pace Company, Inc.
Overhead Door Company of Northeast Kansas, a D.H. Pace Company, Inc.
Overhead Door Company of Plymouth, a D.H. Pace Company, Inc.
Overhead Door Company of Pueblo, a D.H. Pace Company, Inc.
Overhead Door Company of Rockhill, a D.H. Pace Company, Inc.
Overhead Door Company of Santa Fe, a D.H. Pace Company, Inc.
Overhead Door Company of South Central Kansas, a D.H. Pace Company, Inc.
Overhead Door Company of Southeast Wisconsin, a D.H. Pace Company, Inc.
Overhead Door Company of Southwest Illinois, a D.H. Pace Company, Inc.
Overhead Door Company of Springfield, a D.H. Pace Company, Inc.
Overhead Door Company of St. Joseph, a D.H. Pace Company, Inc.
Overhead Door Company of St. Louis, a D.H. Pace Company, Inc.
Overhead Door Company of the Foothills, a D.H. Pace Company, Inc.
Overhead Door Company of the High Country, a D.H. Pace Company, Inc.
Overhead Door Company of Topeka, a D.H. Pace Company, Inc.
Overhead Door Company of Wichita, a D.H. Pace Company, Inc.
Pasek Security, a D.H. Pace Company, Inc.
Pinnacle Door Company, a D.H. Pace Company, Inc.
Total Quality Services, a D.H. Pace Company, Inc.
Wade Door Services, a D.H. Pace Company, Inc.

ADDITIONAL INSURED – SCHEDULED OWNERS, LESSEES OR CONTRACTORS - BROAD FORM

POLICY NUMBER:GL 6676460

EFFECTIVE DATE:01/01/2024

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

ADDITIONAL INSURED – SCHEDULED OWNERS, LESSEES OR CONTRACTORS **BROAD FORM**

SCHEDULE

Name of Person(s) or Organization(s) as Additional Insureds
City of Olathe, KS Per Certificate of Insurance
(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(s) or organization(s) shown in the **SCHEDULE** above whom you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, but only if:
1. The "bodily injury" or "property damage" results from your negligence; and
 2. The "bodily injury", "property damage" or "personal and advertising injury" results directly from:
 - a. Your ongoing operations; or
 - b. "Your work" completed as included in the "products-completed operations hazard",performed for the additional insured, which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of paragraphs **A.** and **B.** above:

1. We will not extend any insurance coverage to the additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 2. We will not provide Limits of Insurance to the additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" that results solely from negligence of the additional insured; or
 2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
- E. The additional insured must see to it that:
1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
 2. We receive written notice of a claim or "suit" as soon as practicable; and
 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.
- F. The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance available to the person or organization shown in the **SCHEDULE** unless the other insurance is provided by a contractor other than you for the same operations and job location. Then we will share with that other insurance by the method described in paragraph 4.c. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: E. E. NEWCOMER ENTERPRISES, INC.

Endorsement Effective Date: 01/01/2024

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT
THAT IS EXECUTED PRIOR TO THE LOSS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.