CITY OF OLATHE PRICE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the <u>City of Olathe, Kansas</u>, hereinafter "City," and Ed M. Feld Equipment Co., Inc. DBA Feld Fire, hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs SCBA Equipment and contracts with Vendor to supply the goods or services described in **Exhibit A**, as needed and as requested by City.

- 1. PRICE AGREEMENT, ORDERS, AND TERM. City agrees to pay Vendor at the prices listed in Exhibit A to supply the goods or services described in Exhibit A, as needed and as requested by City. City will have no financial obligation under this Agreement until an order has been placed. The total amount authorized for payment for all orders placed under this agreement is \$150,000. Any order placed under this Agreement beyond the total amount authorized by this Agreement remains subject to any applicable procurement policies of City, including approval by the appropriate authority based on the dollar amount of the order. Any order placed pursuant to this Agreement is subject to all terms and provisions of this Agreement. This contract will be a four (4) year contract with the option to renew for up to (1) additional year upon the written agreement of both parties.
- **2. ESCALATION/DE-ESCALATION CLAUSE**: In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
 - a. Respondents shall give written notice to the Procurement Manager of any proposed changes from contract prices not less than **fifteen (15)** calendar days prior to the effective date of price changes.
 - b. Such notice must be accompanied by a copy of the supplier's notification to the respondents of a justifiable price change.
 - c. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
 - d. The approved price change shall be honored for all orders received by the respondents after the effective date of such price change.
 - e. Approved price changes are not applicable to orders already issued and in process at time of price change.
 - f. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to price increase after reasonable notice and during normal business hours.
 - g. The Procurement Manager retains the right to determine whether or not such proposed price changes are in the best interests of the City.
 - h. If any proposed increase is found unacceptable, the Procurement Manager reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
- **3. ADDITIONAL SERVICES.** Vendor may provide services in addition to those listed **Exhibit A** when authorized in writing by City.
- **4. BILLING.** Vendor may bill City monthly for all completed work and reimbursable expenses. Vendor must submit a bill which itemizes the work and reimbursable expenses. City agrees to pay Vendor within thirty (30) days of approval by the Governing Body or other agent of City in

accordance with the City's Procurement Policy.

- **5. PAYMENT.** If City becomes credibly informed that any representations of Vendor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future due to Vendor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction.
- 6. STANDARD OF CARE. Vendor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances. If Vendor fails to meet the foregoing standard, Vendor will perform at its own cost, and without reimbursement, any work necessary to correct errors and omissions which are caused by Vendor's negligence.
- **7. TERMINATION FOR CONVENIENCE.** City may terminate this Agreement for convenience by providing fifteen (15) days' written notice to Vendor. City will compensate Vendor for all work completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.
- **8. TERMINATION FOR LACK OF FUNDS.** If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of work to be provided by Vendor under this Agreement, City may terminate or reduce the amount of work to be provided by Vendor under this Agreement. In such event, City will notify Vendor in writing at least thirty (30) days in advance of such termination or reduction of work for lack of funds.
- **9. DISPUTE RESOLUTION.** The Parties agree that disputes regarding the work will first be addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Vendor will proceed with undisputed work as if no dispute existed, and City will continue to pay for Vendor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written approval.
- **10. SUBCONTRACTING.** Vendor may not subcontract or assign any of the work to be performed under this Agreement without first obtaining the written approval of City. Unless stated in the written approval to an assignment, no assignment will release or discharge Vendor from any obligation under this Agreement. Any person or entity providing subcontracted work under this Agreement must comply with **Section 11** (**Insurance**).
- 11. OWNERSHIP OF DOCUMENTS. All final documents provided to City as part of the work provided under this Agreement, including but not limited to reports, plans, and related documents, will become City's property except that Vendor's copyrighted documents will remain owned by Vendor. Such documents must be clearly marked and identified as copyrighted by Vendor.
- **12. INSURANCE.** Vendor and any subcontractor will maintain for the term of this Agreement insurance as provided in **Exhibit B**.
- 13. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Agreement, Vendor agrees to indemnify, defend, and hold harmless City, its officers, appointees, employees, and

agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Vendor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Vendor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence. City does not indemnify Vendor.

- **14. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT OR NEGLIGENT PERFORMANCE.** Any attempt to limit liability for breach of contract or negligent performance to the amount of the payment to Vendor by City is void. Any attempt to limit Vendor's liability to City for consequential, exemplary, or punitive damages, or any other measure of damages permitted by law, in any action against Vendor for breach of contract is void.
- **15. KANSAS ACT AGAINST DISCRIMINATION.** *Unless* Vendor employs fewer than four (4) employees during the term of this Agreement, or *unless* the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than \$5,000, *then* during the performance of this Agreement, Vendor agrees that:
 - a. Vendor will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
 - in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
 - c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by City without penalty;
 - d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and
 - e. Vendor will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- **16. ENTIRE AGREEMENT.** This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by both Parties.
- **17. NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.
- **18. INDEPENDENT CONTRACTOR STATUS.** Vendor is an independent contractor and not an agent or employee of City.

- **19. COMPLIANCE WITH LAWS.** Vendor will abide by all applicable federal, state, and local laws, ordinances, and regulations.
- 20. FORCE MAJEURE CLAUSE. Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed Party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.
- **21. APPLICABLE LAW, JURISDICTION, VENUE.** Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.
- **22. SEVERABILITY.** If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.
- **23. ORDER OF PRECEDENCE.** If there is any conflict between the terms of this Agreement, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Agreement, excluding exhibits, shall control.

[The remainder of this page is intentionally left blank.]

The Parties hereto have caused	this Agree	ement to be executed this day of
		20
	CITY	OF OLATHE, KANSAS
	By:	
ATTEST:		(Mayor)
City Clerk		(SEAL)
APPROVED AS TO FORM: Robert S. Sallinore		
City Attorney or Deputy/Assistant City A	- ttorney	

Ed M. Feld Equipment Co., Inc. DBA Feld Fire

By:

John W Feld
John Feld President
113 N Griffith Rd.
Carroll, IA 51401

Exhibit A Vendor's Proposal

EXHIBIT A Pricing/Scope of Work

Compressor Work Sheet

Customer: Olathe Fire Department Address: 1225 S Hamilton Cir, City: Olathe State: KS Zip: 66061

Phone: (913) 971-7900

E-Mail: WJHeideman@OLATHEKS.ORG, or BRacki@OLATHEKS.ORG

Contact Person: Joey Heideman Division Chief, Logistics and Support Services or Bradley Racki

Fire Apparatus Engineer/Paramedic Date Placed In Service: 11/15/2017

Compressor Brand: Scott

Compressor Model: 8004858 = 4 units

Filtration System: Scott

Filter Numbers: Intake Filter P/N ABE065387 Oil Filter: P/N AB110-0724 Purifying Elements: Element # 1 AB66X10CA Element # 2 AB66XCAC

Oil Requirement: XL-700 P/N AB282104 Approximate Oil Quantity: 1.32 Gallons

Base Contract Price: \$800.00 Add Ons: \$200.00

\$

More Than Two Air Quality Tests – Add \$200.00 Ea: \$600.00

Our Filter Cost Over \$50.00 - Add 2x Cost x 35% Markup: \$_____

Labor: \$ 150.00

Total Contract Price-----\$ 1,750.00

Desired Months Of Service Twelve

Item 1. 5500psi Quick Connect Self-Contained Breathing Apparatus harness assemblies with options as described above, 1- facepiece (with communications bracket and facepiece bag) and 2 -5500 45-minute cylinders (with logo) included

X8915N25305A04, 201215-28, 805534-01, 200970-01 Cyl and 2 Custom Bands - \$10,840.00

Item 2. Additional facepieces with communications brackets and facepiece bags 201215-28 and 805534-01 - \$365.00

OLATHE EQUIPMENT

Item # 201585-02 – SCOTT "Sights" Install Kits W/COMM -	\$1,433.00						
Item # 201088-02 – SCOTT SEMSII USB Gateway -	\$1879.00						
Item #200673-01 – SCOTT Pak-Link Wireless Data System	\$1137.00						
Item #200266-04 – SCOTT Pak-Tracker Handheld Assy–With Truck	Charging						
System(200433-01) 12V	\$1,990.00						
Item #200954-05 SCOTT-RIT-PAK3-High- and Low-Pressure Wands, RIT Regulator, RIT Mask and							
(200972-01) 5500 PSI/60 Min. Carbon Cylinders	\$5069.00						
Item #200954-12 – UEBSS RIT APK3 New Edition	\$4,765.00						
Item #200973-01 – SCOTT 5500/60 Min. Cylinders w/Logo	\$1558.00						
Item #200388-01 – SCOTT Tool Adapters	\$627.00						

SPECIAL RESCUE

Item #SAR424060441001SCOTT - Ska-Pak AT (Hansen	
Fittings) 4500/15 Min. No Mask Included	\$2420.00
Item #200112-01 - SCOTT - Hansen Adapters	\$ 322.00
Item #805827-01 - SCOTT - Mobile Air Cart – Hansen	\$3198.00
Item #201339-03 - SCOTT - FRR Mask Assembly	\$ NA
Item #7000683 - SCOTT - Tempest Demand Valve	\$ 256.00

TESTING EQUIPMENT

Item #31003035 - SCOTT - High Pressure Hose	\$1,350.00					
Item #805121-02 - SCOTT - Interface Kit, Posi-Ck Hose	888.00					
Item #95194200 - OHD -Quantifit Fit2 Testing System - Windows Fit	Track Gold Software -					
Roller Case - Keyboard - Trigger – Triple Tube, USB Cable - Power Supply Lifetime Warranty if						
Calibration and Maintenance is Performaed Annually at OHD	\$11,200,00					

Porta-Count Machine	¢	79.00
Item #200423.01 - SCOTT Adapter	ب	73.00
Item #9513-0130 - 1/4 Turn - SCOTT Adapter	\$	340.00

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Rev. 02-2016

OPTIONS FOR SERVICE

575.00		
185.00		
\$1935.00		
185.00		
1		

Shipping Not Included in These

Exhibit B CITY OF OLATHE INSURANCE REQUIREMENTS

These requirements apply to the vendor or contractor ("Vendor") entering into an Agreement with the City of Olathe ("City").

- **A. Insurance.** Secure and maintain for the term of the 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. <u>Commercial General Liability</u>: 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. <u>Business Auto Insurance</u>: 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. Insurance must apply separately to each insured against whom claim is made or suit is brought, subject to liability limits.

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

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

3. <u>Worker's Compensation and Employer's Liability</u>: Workers compensation insurance must protect Vendor 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. <u>Professional Liability</u> (*if applicable*): *Unless excused by the Agreement with the City*, Vendor must maintain for the term 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. <u>Cyber Insurance</u> (*if applicable*): *IF* accessing the City's network or City's data, *THEN* maintain the following coverages throughout for the term of this Agreement and for a period of three (3) years after the termination of this

Agreement: 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.** Above are minimum acceptable coverage limits and do not imply or place a liability limit nor imply that the City has assessed the risk that may be applicable to Vendor. Vendor must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Vendor'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 Vendor.
- **C. Costs.** Insurance costs must be at Vendor's expense and accounted for in Vendor's bid or proposal. Any deductibles or self-insurance in the above-described coverages will be the responsibility and at the sole risk of the Vendor.

D. Verification of Coverage

- 1. Must provide certificate of insurance on ISO form or equivalent, listing the City as certificate holder, and additional insured endorsements for 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 Vendor has provided thirty (30) days' advance written notice to the City.
- **F. Subcontractor's Insurance**: If a part of this Agreement is to be sublet, Vendor must either cover all subcontractors under its insurance policies; **OR** require each subcontractor not so covered to meet the standards stated herein.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/29/2024

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.

		BROGATION IS WAIVED, subject ertificate does not confer rights t				ıch end	dorsement(s)		equire an endorsement	A sta	atement on
PRODUCER				CONTACT NAME: Christian Howard							
H0	lmes	s Murphy & Associates Grand Prairie Parkway				PHONE (A/C, No, Ext): 515-381-7407 (A/C, No):					
		ee IA 50263				E-MAIL ADDRESS: christian.howard@holmesmurphy.com					
									DING COVERAGE		NAIC#
						INSURE	R A : Admiral I	nsurance			24856
INSU					EDMFELPC	INSURE	кв: Charter (Dak Fire Insu	rance Company		25615
		Feld Equipment Co, Inc. Griffith Road				INSURE	R C : Crum & F	orster Speci	alty Insurance Co.		44520
		, IA 51401				INSURE	R D : Travelers	Indemnity C	o of CT		25682
						INSURER E :					
						INSURE	RF:				
CO	VER	RAGES CER	TIFIC	CATE	NUMBER: 997666030				REVISION NUMBER:		
IN C E	DIC/ ERTI	IS TO CERTIFY THAT THE POLICIES ATED. NOTWITHSTANDING ANY REIFICATE MAY BE ISSUED OR MAY USIONS AND CONDITIONS OF SUCH	QUIR PERT POLI	EMEN AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF ANY	Y CONTRACT THE POLICIES REDUCED BY F	OR OTHER DESCRIBED PAID CLAIMS.	OCUMENT WITH RESPEC	T TO V	WHICH THIS
INSR LTR		TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3	
Α	Х	COMMERCIAL GENERAL LIABILITY			CA00004274503		8/1/2023	8/1/2024	EACH OCCURRENCE	\$1,000	,000
		CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,0	00
									MED EXP (Any one person)	\$5,000	
									PERSONAL & ADV INJURY	\$1,000	,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000	,000
		POLICY PRO- JECT LOC								\$2,000	,000
		OTHER:								\$	
В	_	TOMOBILE LIABILITY			8109R7647902314G		8/1/2023	8/1/2024	(Ea accident)	\$ 1,000	,000
	Х	ANY AUTO							` ' '	\$	
		OWNED SCHEDULED AUTOS NON-OWNED							DDODEDT//DAMAGE	\$	
		HIRED NON-OWNED AUTOS ONLY							(Per accident)	\$	
										\$	
С	X	UMBRELLA LIAB X OCCUR			SEO125439		8/1/2023	8/1/2024	EACH OCCURRENCE	\$5,000	,000
		EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$5,000	,000
	WOE	DED RETENTION \$ RKERS COMPENSATION			LID4000400700440		0/4/0000	0/4/0004		\$	
D	AND	EMPLOYERS' LIABILITY Y / N		UB1S8349972314G			8/1/2023	8/1/2024	PER OTH- STATUTE ER		
	OFFI	PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$1,000,000	
	If yes	ndatory in NH) s, describe under							E.L. DISEASE - EA EMPLOYEE		
	DÉS	CRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000	,000
DES:	CRIPT	rion of operations / Locations / vehicly of Olathe is an Additional Insured	LES (A	cord neral	101, Additional Remarks Schedul	le, may be	attached if more	space is require	ed) ured, per policy terms and	conditi	ions.
	, (),	y or oracle to arr reactional integree	on 90	riorai	nability and date de requi	ou by ii	THEOTI CONTIGO	t with the	area, per peney terme and	Corrait	0110.
CE	KIIF	FICATE HOLDER			1	CANC	ELLATION				
The City of Olathe P.O. Box 768					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
Olathe KS 66051			AUTHORIZED REPRESENTATIVE								
				Kari Cooling							