

## **CITY OF OLATHE**

### **AGREEMENT RENEWAL**

This Agreement Renewal ("Renewal") made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Olathe ("City") and Rand Construction Company ("Vendor") (collectively, the "Parties").

WHEREAS, the City and Consultant have previously entered into an Agreement, dated September 21, 2017 ("the Agreement"), for Plumbing Services and Supplies; and

WHEREAS, the Agreement was for a term of three years;

WHEREAS, Page 3 – Contract Term of the Agreement provides that the Agreement may be renewed for additional one-year periods upon the written agreement of both parties; and

WHEREAS, the Parties have previously renewed the Agreement four times; WHEREAS,

the Agreement will currently expire on June 30, 2025; and

WHEREAS, the Parties are desirous of renewing the Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

The Agreement is hereby renewed for an additional term of one (1) year, commencing at the expiration of the current term on June 30, 2025.

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

Rand Construction Company

By: \_\_\_\_\_  
Name and Title  
1428 W. 9th St.  
Kansas City, Mo. 64101

## EXHIBIT A



1428 W. 9<sup>th</sup> Street  
 Kansas City, MO 64101  
 P. 816.421.4143  
 F. 816.421.4144  
 www.randsc.com

**RAND CONSTRUCTION**  
**PLUMBING SERVICE RATES CONTINUED**  
**7/1/2024 – 6/30/2025**

	DESCRIPTION	ITEM DESCRIPTION	QTY/UNIT	2023-2024 UNIT PRICE	2024-2025 UNIT PRICE
1	HOURLY RATE FOR MASTER PLUMBER – REGULAR HOURS (M-F; 7-3:30pm)	Group 1: Plumbing Services	1/hr	\$110.00	\$115.00
2	HOURLY RATE FOR MASTER PLUMBER – OVERTIME (M-F; 3:30pm-7am)	Group 1: Plumbing Services	1/hr	\$143.50	\$150.00
3	HOURLY RATE FOR MASTER PLUMBER – OVERTIME (SAT, SUN, HOLIDAYS)	Group 1: Plumbing Services	1/hr	\$179.00	\$187.00
4	HOURLY RATE FOR JOURNEYMAN PLUMBER – REGULAR HOURS (M-F; 7-3:30pm)	Group 1: Plumbing Services	1/hr	\$93.25	\$97.50
5	HOURLY RATE FOR JOURNEYMAN PLUMBER – OVERTIME (M-F; 3:30pm-7am)	Group 1: Plumbing Services	1/hr	\$120.50	\$126.00
6	HOURLY RATE FOR JOURNEYMAN PLUMBER – OVERTIME (SAT, SUN, HOLIDAYS)	Group 1: Plumbing Services	1/hr	\$152.00	\$159.00
7	HOURLY RATE FOR MASTER PLUMBER – REGULAR HOURS (M-F; 7-3:30pm)	Group 2: Drain & Sewer Services	1/hr	\$110.00	\$115.00
8	HOURLY RATE FOR MASTER PLUMBER – OVERTIME (M-F; 3:30pm-7am)	Group 2: Drain & Sewer Services	1/hr	\$143.50	\$150.00
9	HOURLY RATE FOR MASTER PLUMBER – OVERTIME (SAT, SUN, HOLIDAYS)	Group 2: Drain & Sewer Services	1/hr	\$179.00	\$187.00
10	HOURLY RATE FOR JOURNEYMAN PLUMBER – REGULAR HOURS (M-F; 7-3:30pm)	Group 2: Drain & Sewer Services	1/hr	\$93.25	\$97.50
11	HOURLY RATE FOR JOURNEYMAN PLUMBER – OVERTIME (M-F; 3:30pm-7am)	Group 2: Drain & Sewer Services	1/hr	\$120.50	\$126.00
12	HOURLY RATE FOR JOURNEYMAN PLUMBER – OVERTIME (SAT, SUN, HOLIDAYS)	Group 2: Drain & Sewer Services	1/hr	\$152.00	\$159.00
13	HOURLY RATE FOR MASTER PLUMBER – REGULAR HOURS (M-F; 7-3:30pm)	Group 3: Water Tap & Backflow Preventer Services	1/hr	\$113.00	\$118.00
14	HOURLY RATE FOR MASTER PLUMBER – OVERTIME (M-F; 3:30pm-7am)	Group 3: Water Tap & Backflow Preventer Services	1/hr	\$146.50	\$153.00





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15	HOURLY RATE FOR MASTER PLUMBER – OVERTIME (SAT, SUN, HOLIDAYS)	Group 3: Water Tap & Backflow Preventer Services	1/hr	\$182.25	\$191.00
16	HOURLY RATE FOR JOURNEYMAN PLUMBER – REGULAR HOURS (M-F; 7-3:30pm)	Group 3: Water Tap & Backflow Preventer Services	1/hr	\$93.25	\$97.50
17	HOURLY RATE FOR JOURNEYMAN PLUMBER – OVERTIME (M-F; 3:30pm-7am)	Group 3: Water Tap & Backflow Preventer Services	1/hr	\$120.50	\$126.00
18	HOURLY RATE FOR JOURNEYMAN PLUMBER – OVERTIME (SAT, SUN, HOLIDAYS)	Group 3: Water Tap & Backflow Preventer Services	1/hr	\$152.00	\$159.00
19	Percentage Mark-Up On Parts/Supplies Used For Plumbing Services				17.50%
20	Percentage Mark-Up On Parts/Supplies Used For Drain & Sewer Services				17.50%
21	Percentage Mark-Up On Parts/Supplies Used For Water Tap & Backflow Preventer Services				17.50%





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PLUMBING SERVICE RATES CONTINUED  
7/1/2024 – 6/30/2025**

- Outside (larger) grease trap cleaning for Johnson County, KS (Olathe):  
\$596 up to 1,000 gallons, \$42 per hundred gallons after. Includes 1 hour onsite, after one hour onsite it's \$128 per half hour for the truck & driver.
- Inside (smaller) grease trap cleaning for Johnson County, KS (Olathe):  
\$403 up to 100 gallons. Includes 1 hour onsite, after 1 hour onsite, it's \$128 per half hour for the truck and driver.
- Septic and holding tank pumping for Johnson County, KS (Olathe):  
\$507 up to 1,000 gallons, \$37 per hundred gallons after. Includes 1 hour onsite, after 1 hour onsite it's \$128 per half hour for the truck and driver.
- Sand pit pumping for Johnson County, KS (Olathe):  
\$863 for up to 1,000 gallons, \$94 per hundred gallons after. Includes 1 hour onsite per 1,000 gallons pumped.
- Vac truck and driver hourly rate is \$267 (4-hour min. on hourly jobs not including disposal fee).



**Exhibit B**  
**Insurance Certificate**

## 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.