

## **CITY OF OLATHE PRICE AGREEMENT**

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Kansas Land Management LLC, hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs mowing services, 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. Any order placed under 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 one (1)-year contract with the option to renew for up to (3) additional one (1)-year periods upon the written agreement of both parties.

**2. ADDITIONAL SERVICES.** Vendor may provide services in addition to those listed **Exhibit A** when authorized in writing by City.

**3. 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.

**4. 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.

**5. 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.

**6. 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.

**7. 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.

**8. 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.

**9. 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)**.

**10. 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.

**11. INSURANCE.** Vendor and any subcontractor will maintain for the term of this Agreement insurance as provided in **Exhibit B**.

**12. 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.

**13. 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.

**14. 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;
- b. 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.

**15. 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.

**16. NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

**17. INDEPENDENT CONTRACTOR STATUS.** Vendor is an independent contractor and not an agent or employee of City.

**18. COMPLIANCE WITH LAWS.** Vendor will abide by all applicable federal, state, and local laws, ordinances, and regulations.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

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The Parties hereto have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**CITY OF OLATHE, KANSAS**

By: \_\_\_\_\_  
(Mayor OR City Manager OR Dept Head)

ATTEST:


\_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney or Deputy/Assistant City Attorney

Kansas Land Management LLC

By:  \_\_\_\_\_  
Joseph Woolever  
Owner  
23571 West 82<sup>nd</sup> Street  
Shawnee, KS 66227



**Exhibit A**  
**Vendor's Proposal**

<b>Item No.</b>	<b>Description</b>	<b>Group</b>	<b>Qty</b>	<b>Unit</b>	<b>2024 Unit Price</b>	<b>2024 Total Price</b>
1	Public Safety Buildings (Fire Administration, Animal Shelter, Court Services), 501 East 56 Highway/1225 Hamilton Circle - 6.06 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$212.65	\$4,678.20
2	Fire Station No. 2, 1725 North Renner Road - 1.97 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$69.13	\$1,520.80
3	Fire Station No. 3, 14940 West 143rd Street - 1.67 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$58.60	\$1,289.21
4	Fire Station No. 4, 13301 South Mur-Len - .49 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$16.14	\$355.11
5	Fire Station No. 5, 1128 West Spruce - .18 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$6.32	\$138.96
6	Fire Station No. 6, 24200 West College Blvd - 2.62 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$91.94	\$2,022.59
7	Fire Station No. 7, 16240 S. Mur-Len - 2.70 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$95.26	\$2,095.79
8	Fire Station No. 8 (New 2021) 14700 S. Lakeshore Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$93.50	\$2,057.00
9	Fire Training Academy, 910 N Hedge Ln - 3 Acres Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$121.00	\$2,662.00
New 2024	Fire Training academy Hillside 910 N Hedge Ln- Pper mowing	GROUP 1 - Public Buildings	11	each	\$165.00	\$1,815.00
11	City Hall West, 200 West Santa Fe - .53 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$18.60	\$409.15

12	City Hall East, 100 West Santa Fe - .43 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$15.09	\$331.95
13	Main City Hall, 100 East Santa Fe - 1.20 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$42.11	\$926.38
new 2023	New Downtown Library	GROUP 1 - Public Buildings	22	each	\$82.50	\$1,815.00
15	Parking Lot islands and along rail road fence between Park & Loula West of Kansas - .07 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$2.42	\$53.24
16	Parking lot South of Loula around outside & along rail road fence - .10 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$3.51	\$77.20
17	Park Operations, 404 North K - 7 Hwy - 1.5 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$52.64	\$1,157.97
18	Indain Creek Library "Old Hy-Vee building medians" , 16100 W. 135th Street, ROW & 2 Lots - 2.07 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$124.63	\$2,741.86
19	Downtown Civic Center Parks - 1.99 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$68.97	\$1,517.34
20	Rail Road berms West of Kansas Ave at Cedar St and Poplar St East & West sides on both - 0.14 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$4.84	\$106.48
21	Olathe Community Center all islands, around building, KC Rd & Ridgeview Rd. to R&R bridge frontages - 4.6 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$160.93	\$3,540.46
22	Vacant lot N. W corner Ridgeview & Loula St. - .19 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$6.66	\$146.41



23	Vacant Lot @ 224 North Rodgers Rd. - 0.6 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$20.57	\$452.54
24	Frontier Pool Park 15909 W. 127th St. - 1.0 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$35.09	\$771.98
25	1432 W. Ironwood - 1.75 acres -Price PerMowing	GROUP 1 - Public Buildings	22	each	\$82.50	\$1,815.00
26	1490 w. Ironwood - 2 acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$165.00	\$3,630.00
					\$1,815.57	\$38,127.61
<b>Item No.</b>	<b>Description</b>	<b>Group</b>	<b>Qty</b>	<b>Unit</b>	<b>2024 Unit Price</b>	<b>2024 Total Price</b>
27	Northgate - Santa Fe to Ridgeview, Medians - 3.93 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$135.43	\$2,979.50
28	Northgate - Mulberry St. to Nelson Rd. ROW - 6.34 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$217.40	\$4,782.89
29	Northgate - Spruce & Kansas (Lot on North West Corner) - .31 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$10.69	\$235.22
30	Northgate Cemetery Annex Lot North of Bridge on East Side - .2 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$6.89	\$151.59
31	Northgate - Steamway's Park - 8.70 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$403.92	\$8,886.24
32	Northgate & Poplar SE Corner Lot - 0.25 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$8.61	\$189.49
33	Ridgeview - Santa Fe to K-10 Medians - 5.1 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$270.86	\$5,959.01
34	KC Road Medians and Row from Mahaffie Farm to Ramp for Westbound 119th Street - 2 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$68.90	\$1,515.89



35	Renner Road from KC Road North to Lenexa City Limits - .51 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$16.63	\$365.90
36	119th Street from Nelson to Pflumm, Medians and ROW @ I-35 N & S sides Guard Rails E & W Sides of bridge - 6.65 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$267.30	\$5,880.60
37	Santa Fe & Brougham ROW South Side By Retaining Wall - 0.12 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$3.56	\$78.41
38	KC Road East side ROW by Bass Pro to 119th St bridge East & West side under bridge & side walk area to 50 feet passed West bound on ramp to 119th St - 5.11 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$175.82	\$3,868.13
39	Santa Fe - Murlen to Pflumm, Medians - 4.23 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$225.72	\$4,965.84
40	Santa Fe across from Olathe Ford narrow ROW from Meadowbrooke Ln West up Rogers Rd To Traffic Center - 1.89 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$100.98	\$2,221.56
41	Santa Fe & Brougham - .003 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$1.19	\$26.14
42	Prairie Circle Median N. of Santa Fe off Lindenwood Drive - .24 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$8.32	\$182.95
43	Blackfoot Median, North of Santa Fe - .003 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$1.19	\$26.14
44	Arapaho Median, North of Santa Fe - 0.08 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$2.67	\$58.81

45	Strang Line Road 119th St to 11503 S. Strang Line Road - 0.49 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$16.88	\$371.39
46	Mur-Len Rd. from 127th St. to Strang Line Rd. to 119th St. - 0.82 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$28.22	\$620.73
47	Strang Line Road & 123rd - Lot - 0.22 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$7.43	\$163.35
48	Strang Line Row, Jimmy Johns Sandwich Shop to Rogers Rd - 3.9 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$178.20	\$3,920.40
49	Black bob Rd from 153 rd Street to Strang Line Road - 4.90 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$178.20	\$3,920.40
50	Easement on East side of Black Bob Rd. from 125th St to 124th St.- 0.73 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$24.95	\$548.86
51	134th Median, Median West of Black Bob Road by O'Reilly Auto - .05 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$1.72	\$37.90
52	Pflumm Rd. one median South of 151st and one median North of 151st - 0.06 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$2.08	\$45.74
53	Pflumm Rd from 143rd to 119th Street - 5.63 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$237.60	\$5,227.20
54	Pflumm Rd, Pflumm and 143rd East & West Medians - .28 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$9.50	\$209.09
55	Pflumm Rd, Northwest Corner of 143rd and Pflumm - .67 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$23.17	\$509.65
56	Pflumm Rd. 143rd to 151st	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$55.00	\$1,210.00



57	South Park, Blvd. West of 169 Highway to 151st Street - 2.74 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$112.86	\$2,482.92
58	169 Hwy from Old 56 Hwy to 151st. Bridge Medians - .53 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$17.82	\$392.04
59	Vacant lot 169 Hwy, Southwest Corner of 169 Hwy & 56 Hwy - 2.1 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$72.47	\$1,594.30
60	56 Hwy West of Harrison/169- Median North of Public Safety Bldg - .08 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$2.38	\$52.27
61	151st, Medians from S. Valley Rd. to Caenen Lane. ROW on S. side from S. Valley Rd. to Lone Elm Rd. and vacant lot on S. W. corner- 4.05 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$160.38	\$3,528.36
62	151st, ROW from Travense Living Facility East to Mahaffie Circle - 1.59 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$53.46	\$1,176.12
63	151st, ROW on North side from Mahaffie Circle West to entrance to Dillards - 1 Acre - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$39.20	\$862.49
64	Lone Elm RD Medians & ROW from two medians N. of 151st To 167th St. Also ROW in front of Midwest Propeller, N. & S. side of I-35 N. bound off ramp and two passes around Entry Feature Sign - 22 Acres - Price Per Mowing.	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$754.38	\$16,596.36
65	159th Street, 2 Medians East of Lone Elm to	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$89.10	\$1,960.20

	Ridgeview Rd intersection - 2.74 Acres - Price Per Mowing					
66	Lone Elm Rd. & 159th North East & South West corners - 0.09 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$2.97	\$65.34
67	159th Street & Mahaffie, One Median N. side - .04 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$1.19	\$26.14
68	College Blvd, West of Clare Rd. go East to Ridgeview - 3.96 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$172.26	\$3,789.72
69	College Blvd & Dun Raven Street Median North - .02 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$5.94	\$130.68
70	College Blvd, 107th & Valley Rd NW Corner Easements - .14 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$4.75	\$104.54
71	College Blvd, first Median East/Ridgeview - 0.14 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$4.75	\$104.54
72	College Blvd and Rene St. one median South Side - 0.02 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$1.19	\$26.14
73	Clare Rd. 1St. Median South of College Blvd. West of K-7 - 0.05 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$1.49	\$32.67
74	127th Street one median West of KC Rd East to Pflumn Rd. & ROW N. of Greenwood St. - 1.53 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$52.27	\$1,149.98
75	Harold St. ROW from Aurora St. W. to K-7 - 0.87 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$29.70	\$653.40
76	Santa Fe Medians West of K-7 to Ward Cliff Dr. - 0.23 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$7.72	\$169.88
77	Vacant Lot on N. Indian Wells Dr. and No. Cedar	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$16.63	\$365.90



	Hills Dr. & W. Surrey St. - 0.48 Acres - Price Per Mowing					
78	Veterans Park - 5 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$207.9 0	\$4,57 3.80
79	Southgate and Harrison Vacant lot So. West corner with gas pipe lines - 0.25 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$8.32	\$182. 95
80	Harrison and Dennis across from strip mall one median - 0.03 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$1.19	\$26.1 4
81	West Elm and Valley Road triangle median - 0.01 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$1.19	\$26.1 4
82	Cedar Creek West Valley Pky from Shadow Ridge Dr. to College Blvd - 2.48 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$85.54	\$1,88 1.79
83	Santa Fe @ I-35 triangle strip to North bound on ramp/ sidewalk on South side with ROW North of Bank of America - 0.45 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$15.44	\$339. 77
84	Rawhide Rd. ROW from Santa Fe North to Harley Davidson Dealership - 2.0 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	11	each	\$65.34	\$718. 74
85	Sheridan Bridge & Ridgeview ROW North & South side South along Ridgeview to commercial Bldg. ROW going South West onto Dennis Ave. @ Hunter Dr. To Sunset. North side from Ridgeview Rd. East under bridge around to Rogers Rd. North to concrete barrier by the FAA building - 4.49 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	11	each	\$173.4 5	\$1,90 7.93
86	Rogers Rd. from Strang Line Rd. ROW South to	GROUP 2 - Medians & Easements/Right of Ways	11	each	\$201.9 6	\$2,22 1.56

	Traffic Center Complex - 5.9 Acres - Price Per Mowing					
87	Rogers Rd. ROW North of Home Depot to Smitty Outdoor Equipment - 7.3 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	11	each	\$237.6 0	\$2,61 3.60
88	College & Lone Elm North West Corner Property around Perimeter & 5 Feet past sidewalk - 2.18 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$71.28	\$1,56 8.16
89	Settlers Park @ 117Th Terr. & Langley St..off of Woodland And North West corner ROW @ 119Th & Woodland West To Cheery Ln. - 5.05 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$219.7 8	\$4,83 5.16
90	Park property at 107Th St. And Woodland Rd. next to 19523 West 107TH - 0.64 Acres. Price per mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$23.76	\$522. 72
91	Lot on South FIR St. From KIA Dealership South To Ridgeway Dr. - 2.23 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$83.16	\$1,82 9.52
New 202 4	Sidewalk Just North of Kia to I-35 on ramp- Price Per mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$1.00	\$22.0 0
93	RidgeView Rd. one median North of 151St. Garmin Median - 0.1 Acre - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$1.19	\$26.1 4
94	Ridgeview Rd. - Park St. to Spruce St. -.05 Acre - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$17.82	\$392. 04
95	Lot on SW corner of Santa Fe and Ridgeview	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$5.94	\$130. 68
96	Lone Elm Rd. - 56 Hwy to 151st - 1.01 Acre - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$89.10	\$1,96 0.20
97	Woodland Rd. - K10 to College . - 1.12 Acre - Price	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$100.9 8	\$2,22 1.56



	Per Mowing					
98	Parker St - Santa Fe to Old 56 . - 1.22 Acre - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$118.80	\$2,613.60
99	Vacant Lot at 1200 E. Santa Fe -- .5 Acres -- Price Per Mow	GROUP 2 - Medians & Easements/Right of Ways	22	Each	\$29.70	\$653.40
100	College Blvd, North Easement b/ K7 entrance ramp and S. Monticello Terr. -- 0.1 Acre -- Price Per Mow	GROUP 2 - Medians & Easements/Right of Ways	22	Each	\$5.94	\$130.68
101	College Blvd, North Easement across from S. Crestone St. (future park site) -- 0.1 Acre -- Price Per Mow	GROUP 2 - Medians & Easements/Right of Ways	22	Each	\$5.94	\$130.68
102	Greenwood St. median south of College Blvd. -- 0.01 Acre -- Price Per Mow	GROUP 2 - Medians & Easements/Right of Ways	22	Each	\$1.19	\$26.14
103	Vacant Lot at 15285 S. Murlen Road -- 2.43 Acres -- Price Per Mow	GROUP 2 - Medians & Easements/Right of Ways	11	Each	\$148.50	\$1,633.50
0	Vacant Lot at 11880 S. Conley St -- .46 acre -- Price Per Mow	GROUP 2 - Medians & Easements/Right of Ways	11	Each		\$0.00
104	Vacant Lot at 11740 S. Conley St -- 4.3 acre -- Price Per Mow	GROUP 2 - Medians & Easements/Right of Ways	11	Each	\$118.80	\$1,306.80
					\$6,361.45	\$128,918.38
<b>Item No.</b>	<b>Description</b>	<b>Group</b>	<b>Qty</b>	<b>Unit</b>	<b>2024 Unit Price</b>	<b>2024 Total Price</b>
105	56 Hwy from I-35 to Robinson St Easements / ROW- 20.89 Acres - Price Per Mowing	Group 3 - Rough Mowing	10	each	\$660.00	\$6,600.00
106	Open field between Robinson Complex and Ironwood Street - 2.8 acres - Price Per Mowing	Group 3 - Rough Mowing	10	each	\$82.50	\$825.00
					\$742.5	\$7,42

					0	5.00
<b>Item No.</b>	<b>Description</b>	<b>Group</b>	<b>Qty</b>	<b>Unit</b>	<b>2024 Unit Price</b>	<b>2024 Total Price</b>
107	Briarwood East, 15500 West 138th - 5.8 Acres - Price Per Mowing	Group 4 - Greenway Mowing/Groomed Mowing	11	each	\$176.00	\$1,936.00
108	Briarwood West, 16501 West 135th - 3.1 Acres - Price Per Mowing	Group 4 - Greenway Mowing/Groomed Mowing	11	each	\$93.50	\$1,028.50
109	Woodland Creek, 15136 West 157th - 16.5 Acres - Price Per Mowing	Group 4 - Greenway Mowing/Groomed Mowing	11	each	\$495.00	\$5,445.00
110	Wabash & Keeler - Behind 901 East Wabash St. 2.73 Acres - Price Per Mowing	Group 4 - Greenway Mowing/Groomed Mowing	11	each	\$82.50	\$907.50
111	Quailwood East, 14093 South Greenwood - 7 Acres - Price Per Mowing	Group 4 - Greenway Mowing/Groomed Mowing	11	each	\$211.20	\$2,323.20
112	Quailwood West, 14070 South Greenwood - 1 Acre - Price Per Mowing	Group 4 - Greenway Mowing/Groomed Mowing	11	each	\$30.80	\$338.80
113	Cedarbrooke South, 21455 West 122nd - 2 Acres - Price Per Mowing	Group 4 - Greenway Mowing/Groomed Mowing	11	each	\$61.60	\$677.60
114	Cedarbrooke North, 21446 West 122nd - 3 Acres - Price Per Mowing	Group 4 - Greenway Mowing/Groomed Mowing	11	each	\$88.00	\$968.00
					\$1,238.60	\$13,624.60
<b>Item No.</b>	<b>Description</b>	<b>Group</b>	<b>Qty</b>	<b>Unit</b>	<b>2024 Unit Price</b>	<b>2024 Total Price</b>
115	Robinson Bldg, area immediately surrounding the Administration Bldg only, 1385 South Robinson - 7.06 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	22	each	\$357.50	\$7,865.00
116	Service Center "Streets" , 400 East Harold - 2.10 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	22	each	\$72.60	\$1,597.20



117	Water Plant Number 1, 600 South Curtis - 3 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	22	each	\$93.50	\$2,057.00
118	Water Plant Number 2, 27065 West 83rd Street, Lenexa - 20 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	22	each	\$638.00	\$14,036.00
119	Blackbob 1 & 2 Storage Towers, 14500 W 151st - .62 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	22	each	\$18.70	\$411.40
120	Elevated Storage Tower, 11851 S. Renner Blvd - 2.52 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	22	each	\$77.00	\$1,694.00
121	Harold Street Wastewater, 200 West Harold Street - 5 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	22	each	\$159.50	\$3,509.00
122	Cedar Creek Wastewater, 25915 West 119th Street - 15 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	22	each	\$577.50	\$12,705.00
123	Hedge Lane Water Storage Tank, 710 North Hedge Lane - 5.0 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	22	each	\$159.50	\$3,509.00
124	Keeler Street Lagoons, 701 S. Keeler - 2.73 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	11	each	\$82.50	\$907.50
125	Collector Well #1, 30700 West 82nd Street - 10 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	11	each	\$275.00	\$3,025.00
126	Collector Well #2, 8255 South Gardner - 6 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	8	each	\$165.00	\$1,320.00
127	Collector Well #3, 31850 West 82nd Street - 4 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	8	each	\$110.00	\$880.00
128	Collector Well #4, 31300 West 82nd Street - 5.5 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	8	each	\$165.00	\$1,320.00
129	Vertical Well Field (8 wells), 8255 South Gardner - 31 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	8	each	\$935.00	\$7,480.00

130	Lakestone Lagoons, 14800 Lakeshore Drive - 7 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	8	each	\$220.00	\$1,760.00
131	Landfill/Compost Site, 1100 N. Hedge Lane - 13 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	8	each	\$412.50	\$3,300.00
132	Transfer Station, 1681 S. Valley Rd. - 7 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	11	each	\$412.50	\$4,537.50
133	Environmental Lab, 25851 W. 119 <sup>th</sup> - 3 Acre - Price Per Mow	Group 5 - Municipal Services Areas	22	Each	\$154.00	\$3,388.00
134	Compost Facility, Entrance and Easement along Hedge Ln. - 2 Acre - Price Per Mow	Group 5 - Municipal Services Areas	11	Each	\$110.00	\$1,210.00
New 2024	Water Plant 2 Brushhog outer fields and field on 83rd St 27065 West 83rd Street, Lenexa- Price Per Mowing	Group 5- Municipal Services Area	8	Each	\$720.00	\$5,760.00
New 2024	Brushhog Filed Between Environmental lab and Cedar Creek property 25851 W. 119 <sup>th</sup> - Price Per Mowing	Group 5 - Municipal Services Areas	8	Each	\$700.00	\$5,600.00
					\$5,195.30	\$87,871.60
<b>Item No.</b>	<b>Description</b>	<b>Group</b>	<b>Qty</b>	<b>Unit</b>	<b>2024 Unit Price</b>	<b>2024 Total Price</b>
137	401, 403, 405, 407 N Mahaffie - Price Per Mowing	Group 6 - Housing Authority Areas	22	each	\$49.50	\$1,089.00
138	729 N Hamilton; 501, 503, 507, 509 E Johnston; 720 N Walker - Price Per Mowing	Group 6 - Housing Authority Areas	22	each	\$132.00	\$2,904.00
139	407, 411, 413 N Iowa - Price Per Mowing	Group 6 - Housing Authority Areas	22	each	\$49.50	\$1,089.00
140	406, 408, 410, 412 W Prairie - Price Per Mowing	Group 6 - Housing Authority Areas	22	each	\$49.50	\$1,089.00
141	514, 516, 518, 520, 522, 524, 526, 528, 530, 532,	Group 6 - Housing Authority Areas	22	each	\$88.00	\$1,936.00



	534, 536 Monroe Cir. – Price Per Mowing					
142	714 W Cedar – Price Per Mowing	Group 6 – Housing Authority Areas	22	each	\$55.00	\$1,210.00
143	1129 W Elm Terrace – Price Per Mowing	Group 6 – Housing Authority Areas	22	each	\$49.50	\$1,089.00
144	535 N Chestnut – Price Per Mowing	Group 6 – Housing Authority Areas	22	each	\$44.00	\$968.00
145	121, 123 S Walnut – Price Per Mowing	Group 6 – Housing Authority Areas	22	each	\$38.50	\$847.00
146	127, 129 S Blake – Price Per Mowing	Group 6 – Housing Authority Areas	22	each	\$44.00	\$968.00
147	309, 311, 313, 315 N Church – Price Per Mowing	Group 6 – Housing Authority Areas	22	each	\$44.00	\$968.00
148	100-111, 113, 115 S Cory Circle (including park) – Price Per Mowing	Group 6 – Housing Authority Areas	22	each	\$247.50	\$5,445.00
149	700, 704 Woodland – Price Per Mowing	Group 6 – Housing Authority Areas	22	each	\$55.00	\$1,210.00
150	824 S Troost – Price Per Mowing	Group 6 – Housing Authority Areas	22	each	\$33.00	\$726.00
151	619 N Chestnut – Price Per Mowing	Group 6 – Housing Authority Areas	22	each	\$49.50	\$1,089.00
152	504,506,508,510 W. Elm & 317,319 S. Pine - Price Per Mowing	Group 6 – Housing Authority Areas	22	each	\$115.50	\$2,541.00
					\$1,144.00	\$25,168.00
<b>Item No.</b>	<b>Description</b>	<b>Group</b>	<b>Qty</b>	<b>Unit</b>	<b>2024 Unit Price</b>	<b>2024 Total Price</b>
153	Black Bob Pool, 14500 W. 151st - 0.04 Acres - Price Per Mowing	GROUP 7 - Swimming Pools	22	each	\$55.00	\$1,210.00
154	Frontier Pool, 15909 W. 127th - 0.09 Acres - Price Per Mowing	GROUP 7 - Swimming Pools	22	each	\$5.50	\$121.00
155	Mill Creek, 320 E. Poplar - 0.10 Acres - Price Per Mowing	GROUP 7 - Swimming Pools	22	each	\$55.00	\$1,210.00
156	Oregon Trail, 1750 W. Dennis - 0.05 Acres - Price Per Mowing	GROUP 7 - Swimming Pools	22	each	\$16.50	\$363.00

					\$132.00	\$2,904.00
<b>Item No.</b>	<b>Description</b>	<b>Group</b>	<b>Qty</b>	<b>Unit</b>	<b>2024 Unit Price</b>	<b>2024 Total Price</b>
157	576 W Loula – Price Per Mowing	Stormwater Area	22	each	\$55.0	\$1,210.0
158	55 W Loula – Price Per Mowing	Stormwater Area	22	each	\$55.0	\$1,210.0
159	57 W Loula – Price Per Mowing	Stormwater Area	22	each	\$55.0	\$1,210.0
160	551 W Loula – Price Per Mowing	Stormwater Area	22	each	\$55.0	\$1,210.0
161	540 W Cedar – Price Per Mowing	Stormwater Area	22	each	\$55.0	\$1,210.0
162	542 W Cedar – Price Per Mowing	Stormwater Area	22	each	\$55.0	\$1,210.0
163	544 W Cedar – Price Per Mowing	Stormwater Area	22	each	\$55.0	\$1,210.0
164	Area around 303 Poplar St – Price Per Mowing	Stormwater Area	22	each	\$55.0	\$1,210.0
165	108 E Mulberry – Price Per Mowing	Stormwater Area	22	each	\$55.0	\$1,210.0
166	105 E Mulberry – Price Per Mowing	Stormwater Area	22	each	\$55.0	\$1,210.0
167	1300 S Winterbrooke Dr – Price Per Mowing	Stormwater Area	22	each	\$55.0	\$1,210.0
168	Behind 1014 S. Winterbrook Dr – Price Per Mowing	Stormwater Area	22	each	\$55.0	\$1,210.0
169	Behind 1018 S. Winterbrook Dr – Price Per Mowing	Stormwater Area	22	each	\$55.0	\$1,210.0
New 2024	16500 W 139th St- Price Per Mowing	Stormwater Area	22	each	\$55.0	\$1,210.0
New 2024	Downtown Library Area- Price Per Mowing	Stormwater Area	22	each	\$55.0	\$1,210.0
New 2024	540 S Grant St.- Price Per Mowing	Stormwater Area	22	each	\$55.0	\$1,210.0



4						
New 202 4	540 S Grant St. Tractor Field- Price Per Mowing	Stormwater Area	8	each	\$100.0	\$800. 0
					\$980.0	\$20,1 60.0
					New Grand Total	\$324, 199.1 9

## 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. 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 Auto 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. 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. Worker's Compensation and Employer's Liability: 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. Professional Liability (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. Cyber Insurance (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.