

CITY OF OLATHE PRICE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Independent Salt Company, hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs rock salt, 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 (max 5) additional one (1)-year periods upon the written agreement of both parties.

2. COOPERATIVE PROCUREMENT. This Agreement is being made based on the cooperative procurement allowed under the Cooperative Contract between Vendor and the City of Overland Park. All terms and provisions of the Procurement Contract are incorporated by reference into this Agreement, to the extent such terms and conditions do not conflict with the terms and provisions of this Agreement. To the extent the terms and provisions of the Procurement Contract conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement will control.

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;

- 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.

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 Agreement to be executed this _____ day of
_____ 20____.

CITY OF OLATHE, KANSAS

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

Independent Salt Company

By: _____
Christopher Tully
1126 20th Rd/ PO Box 36
Kanopolis, KS 67454

Exhibit A
Vendor's Proposal

City Hall • 8500 Santa Fe Drive
Overland Park, Kansas 66212
913/895-6040 • Fax 913/895-5055

www.opkansas.org

May 31, 2024

Mr. Christopher Tully
Independent Salt Company
1126 20th Rd./PO Box 36
Kanopolis, KS 67454

RE: RENEWAL OF AGREEMENT FOR ROCK SALT FOR 2024-25

Dear Mr. Tully:

This letter will serve to document that the City of Overland Park, Kansas (the “City”) wishes to renew the Agreement to purchase Rock Salt (the “Product”) with Independent Salt Company (the “Company”). The Agreement for Rock Salt between the City and the Company dated July 10, 2023 (the “Original Agreement”) provides for an option to renew the term. The City, with mutual consent of the Company, wishes to extend beyond the one (1) year Initial Term for the period of July 10, 2024 through July 9, 2025 (the “1st Renewal Term”).

The City understands that the price for the Product during the 1st Renewal Term will remain at the bid rate of \$49.90 per ton delivered. A copy of the Original Agreement, dated July 10, 2023, is attached as Exhibit A. All other terms and conditions of the Original Agreement remain in force and effect during this 1st Renewal Term.

If this is agreeable to the Company please confirm with the signature below.

Return to attention of Alisha Holcomb. If you have any questions, please contact her at 913-327-6681.

Sincerely,



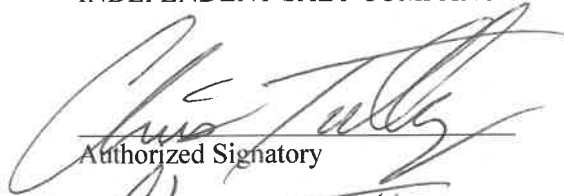
LORI CURTIS LUTHER
CITY MANAGER

Attachment

| | |
|--|-------------------------------------|
| cc: Elizabeth Kelley, City Clerk | Alisha Holcomb, Contract Specialist |
| Lorraine Basalo, P.E., Director, Public Works | Peggy Gott, Contract Specialist |
| Kyle Dieckmann, P.E., Deputy City Engineer | Tiesha Morgan, Contract Specialist |
| Josh Welge, P.E., Mgr, Maintenance Operations | Bea Thies, Administrative Assistant |
| Greg Scharff, Superintendent, Public Works Maintenance | Ann Myles, Administrative Assistant |
| Jeff Smiley, Inventory Control Specialist | |

First Renewal of Agreement for
Rock Salt
May 31, 2024
Page 2

INDEPENDENT SALT COMPANY


Authorized Signatory

Chris Tully
Printed Name

Sales Manager
Title

EXHIBIT A

AGREEMENT FOR ROCK SALT

THIS AGREEMENT is made and entered into this 10th day of July, 2023, by and between the City of Overland Park, Kansas, hereinafter the "City", and Independent Salt Company, hereinafter the "Vendor".

WITNESSETH:

WHEREAS, the City desires to purchase rock salt in accordance with the Bidding Specifications for Rock Salt issued by the City on May 9, 2023 (hereinafter the "Specifications"); and

WHEREAS, the Vendor has submitted to the City, a bid, in accordance with the requirements of the above-referenced Specifications; and

WHEREAS, the City has selected the Vendor to provide the rock salt upon the terms and conditions and for the sum set forth herein.

NOW THEREFORE, in consideration of the compensation to be paid to the Vendor, and of the mutual agreements herein contained, the parties hereto have agreed as follows:

SECTION I – SCOPE

Vendor shall provide Rock Salt to the City in accordance with the Specifications attached hereto and incorporated by reference herein as Exhibit A and at the prices set forth in the Bid for Rock Salt, attached hereto and incorporated by reference herein as Exhibit B.

SECTION II - PRICE AND PAYMENT TERMS

Vendor shall provide the material described in the Specifications attached and abide by the terms and conditions of this Agreement. In consideration of accepted material, the City will pay the Vendor the scheduled prices set forth in Bid for Rock Salt, subject to the terms and conditions of this Agreement.

All compensation due shall be payable to Vendor within thirty (30) days of receipt of an undisputed invoice and upon satisfactory completion and acceptance of delivered rock salt.

SECTION III - AGREEMENT TERM

The Agreement term shall be for a period of one (1) year from the date of signing and shall be renewable annually at the sole option of the City for up to two (2) additional one (1) year periods.

Vendor understands and agrees that the material price will remain firm for the renewal period, however Vendor may request an adjustment to the original bid price for delivered rock salt in recognition of possible escalations in diesel fuel costs beyond that which could have been anticipated at the time of bid. Such requests may be made subsequent to the regional bulk per gallon price of diesel fuel increasing by more than 30% between the time of bid and the any subsequent agreement renewal date. Any price increase during a renewal period shall be at the sole option of the City.

SECTION IV – CASH BASIS LAW

Notwithstanding anything contained in this Agreement to the contrary, it is understood and agreed by the parties hereto that City is obligated only to pay periodic payments or monthly installments under this Agreement as may lawfully be made from funds budgeted and appropriated for such purpose

during the City's then current budget year (i.e. January 1 to December 31) or from funds made available from any lawfully operated, revenue producing source. Should the City fail to budget, appropriate or otherwise make available funds for payments due under this Agreement in any budget year, this Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have appropriated and budgeted or are otherwise made available. City agrees to notify Vendor of such termination, which shall not constitute a default under this Agreement, at least sixty (60) days prior to the end of the City's then current budget year.

SECTION V - WARRANTY

The Vendor warrants that each truck load of rock salt shall meet or exceed the requirements set forth in the Specifications. Rock salt failing to comply with the Specifications shall be replaced and/or corrected pursuant to Section IX Material/Work Acceptance of this Agreement, upon receipt of notification, at no cost to the City.

SECTION VI - DESIGNATION OF CONTACT PERSONS

The Vendor shall designate and provide the name and phone number of the person who will be responsible for coordinating all activities with the City. The City shall provide similar contact information to the Vendor. Both designees shall be available during normal business hours.

SECTION VII - VENDOR'S PERFORMANCE

The Vendor shall furnish at its own cost and expense all labor, tools, equipment, materials, and transportation required to deliver (if required) the rock salt to the City's facilities listed in the bidding documents (the "Facilities"), all work to be done in a good and workmanlike manner to the entire satisfaction of the City, and in accordance with all City, State and Federal laws applicable thereto.

SECTION VIII - VENDOR'S RISK

Vendor retains title to and risk of loss or damage to the rock salt prior to the time of its delivery and acceptance by the City. Title to and risk of loss or damage to the rock salt will pass to the City upon delivery and acceptance, free of any and all encumbrances.

The Vendor shall assume full responsibility for the proper unloading of the rock salt and shall, at its own cost, bear any loss, repair any damage or remediate any spill which occurs as a result of these activities.

SECTION IX - MATERIAL/WORK ACCEPTANCE

Acceptance of the materials/work is subject to approval of the City. Material/work deemed not in compliance with the Specifications will be replaced and/or corrected at the Vendor's expense. Should the Vendor fail, or refuse to remedy unacceptable material/work issues within ten (10) days of being notified in writing, the City may elect, at its option, to cause the unacceptable material/work to be replaced and/or corrected at the Vendor's expense. Out of pocket expenses incurred by the City to make such replacements and/or corrections shall be paid for out of any monies due or that become due the Vendor.

SECTION X - INDEPENDENT CONTRACTOR

The Vendor is an independent contractor and as such is not an employee or agent of the City.

SECTION XI - INDEMNITY

- a. Definitions - For purposes of indemnification, the following terms shall have the meanings set forth below:
1. "The Vendor" means and includes Vendor, all of its affiliates and subsidiaries, its subcontractors and material, men and their respective servants, agents and employees; and
 2. "Loss" means any and all Loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or Loss of, or Loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Agreement, whether arising before or after the completion of the performance required hereunder.
- b. The Indemnity: For purposes of this Agreement, and without in any way limiting indemnification obligations that may be set forth elsewhere in this Agreement, Vendor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Vendor, its employees, agents, subcontractors and suppliers.
- It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.
- c. General Limitation: Nothing in this Section shall be deemed to impose liability on the Vendor to indemnify the City for Loss when the City's negligence or other actionable fault is the sole cause of Loss.
- d. Waiver of Statutory Defenses: With respect to the City's rights as set forth herein, the Vendor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this section.

SECTION XII – INSURANCE

The Vendor shall secure and maintain, throughout the duration of this Agreement, insurance of such types and in at least such amounts as required herein. Vendor shall provide certificates of insurance and renewals thereof on forms acceptable to the City.

Vendor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify City, providing full details thereof, including an estimate of the amount of loss or liability.

Vendor shall monitor and promptly notify City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by this Agreement) if Vendor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum

amounts required herein. Vendor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to City.

a. Commercial General Liability:

Limits -

| | |
|----------------------------------|--------------|
| General Aggregate: | \$ 1,000,000 |
| Products / Completed Operations: | \$ 1,000,000 |
| Personal & Advertising Injury: | \$ 500,000 |
| Each Occurrence: | \$ 500,000 |

Policy MUST include the following conditions:

Name City of Overland Park as "Additional Insured"

- b. Automobile Liability: Policy shall protect the Vendor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either Any Auto or All Owned Autos, Hired Autos, and Non-owned Autos.

Limits –

Combined Single Limits, Bodily Injury and Property Damage – \$1,000,000 Each Accident

Policy MUST include the following condition:

Name City of Overland Park as "Additional Insured."

Note: Vendor expressly agrees to only utilize vehicles properly insured under the requirements of this Agreement while performing the services set forth herein, and to ensure that its subcontractors comply with the same.

- c. Workers' Compensation: This insurance shall protect the Vendor against all claims under applicable state workers' compensation laws. The Vendor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

| | |
|-------------------------------|-------------------------|
| <u>Workers' Compensation:</u> | Statutory |
| <u>Employer's Liability:</u> | |
| Bodily Injury by Accident | \$100,000 each accident |
| Bodily Injury by Disease | \$500,000 policy limit |
| Bodily Injury by Disease | \$100,000 each employee |

SECTION XIII - DISPUTE RESOLUTION

City and Vendor agree that disputes relative to this Agreement shall first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Vendor shall proceed with the delivery of the rock salt as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the City's express written consent.

SECTION XIV – NON-DISCRIMINATION/OTHER LAWS

- a. The Vendor agrees that:
1. The Vendor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and Overland Park Municipal Code Chapter 8.10, and shall

- not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
2. In all solicitations or advertisements for employees, the Vendor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
 3. If the Vendor fails to comply with the manner in which the Vendor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Vendor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
 4. If the 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, or Overland Park Municipal Code Chapter 8.10, the Vendor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 5. The Vendor shall include the provisions of subsections (1.) through (4.) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this Section shall not apply to an Agreement entered into by a Vendor:

1. Who employs fewer than four employees during the term of such contract; or
2. Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

- b. The Vendor further agrees that the Vendor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
- c. Contractor shall observe the provisions of Chapter 8 of the Overland Park Municipal Code, and shall not discriminate against any person in the performance of work under the present Agreement because of race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, genetic information, marital status, familial status, or military status.

SECTION XV - CONTRACT DOCUMENTS COMPLIMENTARY

The bidding documents, bid, and Agreement are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the bidding documents, bid, and Agreement is to include all labor, materials, tools, equipment, and transportation necessary for the workmanlike delivery of the rock salt in accordance with the bidding documents, bid, and Agreement. This Agreement supersedes all previous agreements and understandings between the parties, which previous agreements and understandings are of no further force and effect. This Agreement may not be amended or modified except by written agreement of both parties.

SECTION XVI – SEVERABILITY

The parties agree that should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason such provision(s) shall be null and void but that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

SECTION XVII - APPLICABLE LAW

This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

SECTION XVIII - NOTICE TO PARTIES

All notices and demands of any kind which either party may serve upon the other party under this Agreement shall be served by personal service, or by leaving the notice or demand at the address set forth below, or by forwarding a copy thereof by first class mail, postage prepaid, or by telecopier, addressed as follows:

To City: City of Overland Park, Kansas
Department of Public Works
6869 W 151st Street
Overland Park, Kansas 66223
ATTN: Joshua Welge


To Vendor: Independent Salt Company
1126 20th Rd. / PO Box 36
Kanopolis, KS 67454

or to such other address as may be specified from time to time by the relevant party. Service shall be deemed complete when the notice or demand is received by the party to whom it is addressed.

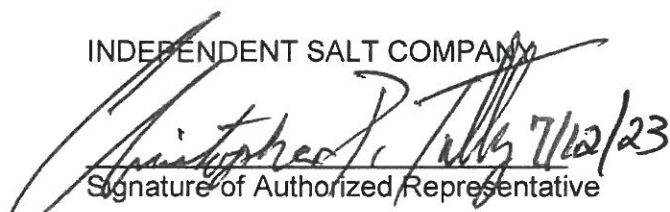
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year first above written.

CITY OF OVERLAND PARK, KANSAS

INDEPENDENT SALT COMPANY



Jim Kite, Acting Mayor



Signature of Authorized Representative


Christopher P. Tully, Sales Manager
Printed Name and Title

ATTEST:



Elizabeth Kelley
City Clerk

APPROVED AS TO FORM:



Stephen B. Horner
Sr. Assistant City Attorney

CITY OF OVERLAND PARK, KANSAS
PUBLIC WORKS DEPARTMENT

**SPECIFICATIONS
FOR
ROCK SALT**

SECTION 1: INSTRUCTIONS TO BIDDERS

- 1.01 GENERAL:** This bid package covers the supply and delivery of rock salt which will be used for snow and ice control on roads and bridges. The successful bidder to whom the bid is awarded (hereinafter "Vendor") shall be required to supply rock salt materials to the City of Overland Park (hereinafter "City"), and at their respective option, the participating agencies of: Blue Valley School District, Johnson County, Leawood, Lenexa, Mission, Olathe, Roeland Park, and Shawnee, (hereinafter "Participating Entities"). This is a public agency bid which will require a formal agreement to be entered into between the Vendor and the City.

Vendor agrees to provide rock salt to any one or all of the Participating Entities at the prices set forth in its bid. Sales will be made in accordance with the prices, terms, and conditions of these bidding documents and any subsequent agreement.

It is understood that the City and the Participating Entities pay no Federal or State taxes and the bid price for material includes all material and handling charges and the net price for material and delivery includes all material, transportation and handling charges.

- 1.02 AGREEMENT:** The Vendor shall enter into a formal agreement with the City, (hereinafter "Agreement"). The bidding documents herein, the Vendor's submitted bid and any attachments to those documents shall be considered inclusive to the Agreement. **A form agreement entitled "Agreement for Rock Salt" (hereinafter "Form Agreement") is provided with these bidding specifications. The successful Vendor will be required to enter into an agreement with the City containing the terms and conditions of the Form Agreement.**

The Agreement term shall be for a period of one (1) year from the date of signing and shall be renewable annually at the sole option of the City for up to two (2) additional one (1) year periods.

Vendor understands and agrees that the material price will remain firm for the renewal periods, however Vendor may request an adjustment to the original bid price for delivered rock salt in recognition of possible escalations in diesel fuel costs beyond that which could have been anticipated at the time of bid. Such requests may be made subsequent to the regional bulk per gallon price of diesel fuel increasing by more than 30% between the time of bid and the any subsequent agreement renewal date. Any price increase during a renewal period shall be at the sole option of the City.

Should the City fail to budget, appropriate or otherwise make available funds for payments due under this Agreement in any budget year, this Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have appropriated and budgeted or are otherwise made available.

- 1.03 DISCREPANCIES AND INQUIRIES:** Before submitting its bid, the Bidder shall carefully examine the entire contents of the bidding documents so as to be thoroughly familiar with all the requirements. Bidders are instructed to acquaint themselves with all the conditions affecting the bid and the provision of associated materials and or work contemplated hereunder.

Bidders will promptly notify the City's contract specialist (the "Contract Specialist") of any discrepancies, ambiguity, or error which they discover upon examination of the bidding documents. Discrepancy notifications and/ or inquiries for clarification or interpretation of the bidding documents should be made to:

Alisha Holcomb, Contract Specialist
City of Overland Park
Public Works Department
8500 Santa Fe Drive
Overland Park, Kansas 66212
Phone: 913-327-6681
Email: alisha.holcomb@opkansas.org

- 1.04 ADDENDUM:** All corrections, changes or interpretations of the bid documents will be made by addendum from the Contract Specialist. Interpretations, corrections, or changes to the bid documents made in any other manner will not be binding.

All addenda issued during the time of bidding will become part of the bidding documents and receipt thereof shall be acknowledged on the bid form. Addenda will be provided to all those known to have a complete set of bidding documents addressed to their last known address. Copies of addenda will be made available for inspection wherever bidding documents are on file for that purpose.

- 1.05 SUPPLY METHOD (Delivery / Pickup):** At its option, the City may elect to purchase materials for either pick up by the City at the Vendor's supply location or delivered F.O.B. to one or more City designated facilities. Material elected for pick up will be loaded onto provided transport trucks incidental to the "Material Only" bid price. Material requested to be delivered will be transported and unloaded to one or more of the following designated facility locations:

City of Overland Park:

Dennis Garrett Maintenance Facility
11300 West 91st Street
Overland Park, KS 66214

Blue Valley Maintenance Facility
6869 West 153rd Street
Overland Park, KS 66223

Hardy Street Storage Facility
11921 Hardy Street
Overland Park, KS 66213

Participating Agencies:

Blue Valley School District
Bin #1: 7480 W. 149th Terr.
Overland Park, KS 66223
Bin #2: 9000 W. 165th St.
Overland Park, KS 66085

Johnson County
1800 W. Old 56 Highway
Olathe, KS 66061

City of Leawood
14303 Overbrook Rd.
Leawood, KS

City of Lenexa
Meritex Cave Storage Facility
10100 Block of Renner Blvd.
(South Entrance)
Lenexa, KS 66219

City of Mission
4775 Lamar Ave.
Mission, KS 66202

City of Olathe
Olathe Maintenance Facility
201 E. Harold St.
Olathe, KS 66061

City of Roeland Park
4717 Roe Pkwy.
Roeland Park, KS

City of Shawnee
18690 Johnson Drive
Shawnee, KS 66217

Deliveries to the City of Overland Park may utilize standard single vehicle dump truck, tractor trailer end up, and/or belly dump style delivery trucks. Vendor shall note that there may be participating agencies that have delivery locations with certain height limitations, (no greater than 16 feet) and which may require the restrictive use of belly dump delivery trucks only.

The listed designated facilities are not permanently staffed or equipped to receive bulk material deliveries and as such shall require a 24 hour advance notice by the Vendor to the City on all delivery schedules. General operating hours of the facilities are from 8:00 am to 3:30 pm Monday through Friday; however, the Vendor must provide the required advance notice and delivery coordination schedule. Unless otherwise specified at the time of order, delivered materials shall be supplied no later than ten (10) calendar days from receipt of order.

- 1.06 ACCEPTANCE:** Vendor retains title to and risk of loss or damage to the rock salt prior to the time of its delivery and acceptance by the City. Title to and risk of loss or damage to the rock salt will pass to the City upon delivery and acceptance, free of any and all encumbrances.

The Vendor shall assume full responsibility for the proper unloading of the rock salt and shall, at its own cost, bear any loss, repair any damage or remediate any spill which occurs as a result of these activities.

Acceptance of the materials/work is subject to approval of the City. Material/work deemed not in compliance with the Specifications will be replaced and/or corrected at the Vendor's expense. Should the Vendor fail, or refuse to remedy unacceptable material/work issues within ten (10) days of being notified in writing, the City may elect, at its option, to cause the unacceptable material/work to be replaced and/or corrected at the Vendor's expense. Out of pocket expenses incurred by the City to make such replacements and/or corrections shall be paid for out of any monies due or that become due the Vendor.

- 1.07 ESTIMATED QUANTITY:** The combined estimated bid quantity for bulk rock salt among the City and the Participating Entities is 29,250 tons, (uncoated). The estimated quantity is based on average seasonal need; however, the actual purchase amount will vary from the estimate pursuant to experienced needs during the bid term. Itemized quantity estimates are as follows:

| | |
|-------------------------|------------|
| City of Overland Park = | 5,000 Tons |
| Blue Valley Schools = | 750 Tons |
| Johnson County = | 2,500 Tons |
| City of Leawood = | 1,000 Tons |
| City of Lenexa = | 6,000 Tons |
| City of Mission = | 1,000 Tons |
| City of Olathe = | 9,500 Tons |
| City of Roeland Park = | 1,000 Tons |
| City of Shawnee = | 2,500 Tons |

Bidders Note – The estimated quantities are for uncoated mined bulk rock salt. To accommodate the

Participating Entities' possible purchase of mined rock salt that has been pre-coated with a wetting agent, that material has been included as a bid item. Bidders may submit prices on one or both of these material products.

1.08 MATERIAL ORDERS: Orders for materials shall be made separately pursuant to individual needs by the City and each of the Participating Entities. **Orders by the City and each of the Participating Entities will be made through separate individual purchase orders. All receiving, inspection, payments, and other procurement administration will be the responsibility of the individual Participating Entity. Disputes arising from the sale of materials to any of the Participating Entities or that result in payment claims shall be severable and shall not affect the sale of orders to the City or any other non-involved Participating Entities.**

1.09 INSURANCE: The Vendor shall be required to procure and maintain the following types and levels of insurance during the life of the resulting Agreement with the City.

a. Commercial General Liability:

Limits -

| | |
|----------------------------------|--------------|
| General Aggregate: | \$ 1,000,000 |
| Products / Completed Operations: | \$ 1,000,000 |
| Personal & Advertising Injury: | \$ 500,000 |
| Each Occurrence: | \$ 500,000 |

Policy MUST include the following conditions:

Name City of Overland Park as "Additional Insured". *(See Bidders Note)

b. Automobile Liability: Policy shall protect the Vendor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either Any Auto or All Owned Autos, Hired Autos, and Non-owned Autos.

Limits –

Combined Single Limits, Bodily Injury and Property Damage – \$1,000,000 Each Accident

Policy MUST include the following condition:

Name City of Overland Park as "Additional Insured." (*See Bidders Note)

c. Workers' Compensation: This insurance shall protect the Vendor against all claims under applicable state workers' compensation laws. The Vendor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

| | |
|-------------------------------|-------------------------|
| <u>Workers' Compensation:</u> | Statutory |
| <u>Employer's Liability:</u> | |
| Bodily Injury by Accident | \$100,000 each accident |
| Bodily Injury by Disease | \$500,000 policy limit |
| Bodily Injury by Disease | \$100,000 each employee |

***Bidders Note** – The successful bidder may be required to enter into separate agreements with each of the individual Participating Entities, and such individual Participating Entities may request they be named as "Additional Insured" for their respective agreement.

1.10 INDEMNITY:

a. Definitions - For purposes of indemnification, the following terms shall have the meanings set forth below:

1. "The Vendor" means and includes the Vendor, all of its affiliates and subsidiaries, its subcontractors and material, men and their respective servants, agents and employees; and
2. "Loss" means any and all Loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or Loss of, or Loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Agreement, whether arising before or after the completion of the performance required hereunder.

b. The Indemnity: For purposes of this Agreement, and without in any way limiting indemnification obligations that may be set forth elsewhere in this Agreement, Vendor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Vendor, its employees, agents, subcontractors and suppliers.

It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.

c. General Limitation: Nothing in this Section shall be deemed to impose liability on the Vendor to indemnify the City for Loss when the City's negligence or other actionable fault is the sole cause of Loss.

d. Waiver of Statutory Defenses: With respect to the City's rights as set forth herein, the Vendor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this section.

1.11 NON-DISCRIMINATION/OTHER LAWS:

a. The Vendor agrees that:

1. The Vendor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and Overland Park Municipal Code Chapter 8.10, and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;

2. In all solicitations or advertisements for employees, the Vendor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");

3. If the Vendor fails to comply with the manner in which the Vendor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Vendor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;

4. If the 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, or Overland Park Municipal Code Chapter 8.10, the Vendor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and

5. The Vendor shall include the provisions of subsections (1.) through (4.) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this Section shall not apply to an Agreement entered into by a Vendor:

1. Who employs fewer than four employees during the term of such contract; or
2. Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

b. The Vendor further agrees that the Vendor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

c. Contractor shall observe the provisions of Chapter 8 of the Overland Park Municipal Code, and shall not discriminate against any person in the performance of work under the present Agreement because of race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, genetic information, marital status, familial status, or military status.

1.12 BID AWARD: The unit price for each bid item will be used in determining the successful low bidder. Bid items shall include both bulk uncoated rock salt and pre-coated, pre-wetted rock salt. Bid items may be awarded separately; therefore bidders may submit prices on one or both of the items. **The Vendor(s) awarded the bid shall be required to enter into a formal agreement with the City. At their option each Participating Entity may also adopt the bid results and enter into a separate formal agreement with the Vendor. Bid prices shall be good for a period of one (1) year from the date of execution of the Agreement. At the City or Participating Entity's option, the Agreement may be renewed for two (2) additional one (1) year renewal periods. The Vendor(s) awarded this bid will be expected to enter into separate formal agreements with each Participating Entity, which contain the terms and conditions set forth herein, including but not limited to indemnification obligations to each Participating Entity, for their respective agreement, as required towards the City as set forth herein and additional insured status for each Participating Entity, in each of their respective agreements, as required towards the City as set forth herein.**

Bid Items:

- | | |
|--------------------|--|
| Uncoated Rock Salt | -Delivered |
| Uncoated Rock Salt | -Undelivered (Supplier's Named Location) |
| Coated Rock Salt | -Delivered |
| Coated Rock Salt | -Undelivered (Supplier's Named Location) |

SECTION 2: SPECIFICATIONS

2.01 GENERAL: Rock salt to be supplied in accordance with the bid documents shall be suitable for use in the control of ice and snow on municipal streets and bridges. The materials which may be requested to be supplied include both un-coated mined natural rock salt and mined natural rock salt which has been pre-treated with a chemical pre-wetting agent. Whenever reference is made herein to any other specification or standard, it shall mean the latest revision thereof in effect at the time of the invitation to bid.

Supplied rock salt shall be of fresh stock. Reclaimed salt will not be accepted. Both uncoated and coated rock salt shall be supplied at a reasonable moisture content so as to be uniformly free of hardened crystallized nodules or other permanent physical defects which prevents the material from being granularly spread.

2.02 PHYSICAL AND CHEMICAL REQUIREMENTS: Dry raw salt to be utilized in the supply of coated and uncoated rock salt shall have a bulk density of 72 lbs. per cubic foot and shall comply with the most current version of ASTM D632 for Type I, Grade 1 sodium chloride.

Coated rock salt shall not require any extra handling or equipment and shall be delivered ready to be applied as snow and ice control material. The chemical coatings used on coated rock salt shall be bonded to the dry salt and/or comprised of such characteristics so as to not separate, run or form pools when the rock salt material is stored for long periods of time, (more than 12 months and in temperatures up to 100 degrees F.). Coated rock salt shall include a corrosion inhibitor and remain free flowing to -20 degrees F.

2.03 BID SAMPLE: Each bidder shall submit, **upon request**, a representative sample of at least **one (1) pound** of the type of salt being proposed. Each sample shall be plainly marked to show the name of the bidder and the material's location of origin. Samples can be hand delivered or mailed and clearly marked, "**BID SAMPLE: ROCK SALT,**" to the City of Overland Park, 6869 W 153rd St, Overland Park Kansas 66223.

2.04 MATERIAL SAFETY DATA INFORMATION: Vendor shall provide, for the materials being supplied, current Safety Data Sheets (SDS) with each delivery.

2.05 TESTING: At its option the City may request sample random tests be performed by the Vendor to show supplied material conforms to the specifications. Requested tests shall be at the Vendor's expense and shall follow applicable ASTM testing procedures for moisture content, gradation, PH and sodium content. The number of random test requests shall not exceed 1 per 2500 tons ordered, except where failure to comply with the specifications is found for which the number of tests will be dependent upon finding accepted test results.

Independent Salt Co.

CITY OF OVERLAND PARK, KANSAS
PUBLIC WORKS DEPARTMENT

BID FOR ROCK SALT

1. The undersigned proposes to furnish and deliver rock salt, as indicated below and in accordance with the bidding documents.

CITY RESERVES THE RIGHT TO AWARD ANY ONE BID ITEM, A COMBINATION OF BID ITEMS, OR ALL BID ITEMS TO ONE OR MORE VENDORS. BIDS MAY BE SUBMITTED FOR ONE OR MORE BID ITEMS BY ANY ONE VENDOR. IF MORE THAN ONE BID IS SUBMITTED, PLEASE SUBMIT EACH BID IN A SEPARATE ENVELOPE.

Estimated Quantities: 29,250 tons (uncoated) and 1 ton (coated)

Unit Price for Uncoated "Dry" Rock Salt:

Material and Delivery cost per ton \$ 49.90

Material Only cost per ton (Picked Up*) \$ No Bid

Unit Price for Coated "Pre-wetted" Rock Salt:

Material and Delivery cost per ton \$ No Bid

Material Only cost per ton (Picked Up*) \$ No Bid

***Name and Address of Pickup Location:**

To be a valid bid, bid submittals shall include:

- At least five (5) references from agencies to whom the bidder has supplied rock salt in the last three (3) years.
- Material Safety Data Sheet for each type of salt proposed.
- Physical and chemical quality confirmation test data (ASTM D632) for each type of salt proposed.
- Delivery amount in tons per individual truck load.
- Location of origin for each type of salt proposed.

This information may be submitted on a separate attachment.

Tons per truck load 25 (approx.)

Origin Uncoated Rock Salt Independent Salt Company; Kanopolis, KS

Origin Coated Rock Salt N/A

2. It is understood that the unit price bid shall be the price charged to the City for rock salt as outlined in the Bid Specification form as either delivered to the facilities listed in the bidding documents or for the material only. The bid award will be based on the lowest overall cost to the City. Bid prices shall be good for a period of one (1) year from the execution of the Agreement. Bidders must state on the bid form any variances and/or exceptions they may have to any bid document requirement.

Pursuant to the Agreement Term, bid prices may be extended for up to two (2) additional one (1) year periods at the sole option of the City.

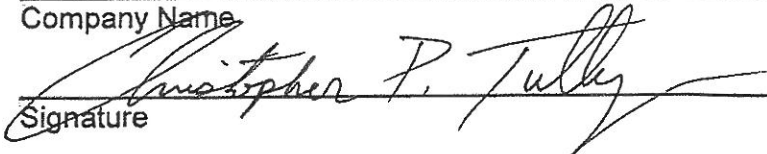
3. Bidder acknowledges the quantity being bid is an **estimated quantity**. The actual quantity purchased will depend upon need at the time of order during the period the bid prices are valid.
4. The City reserves the right to purchase the material at either the "material and delivery cost per ton" bid or at the "material only cost per ton" bid. If material is delivered, the City expects a maximum delivery time within **10 calendar days** following a requisition for material. **Salt must be delivered by truck from the mine or a suitable stockpile.**
5. The undersigned agrees to provide rock salt to any one or all of the Participating Entities at the prices set forth in its bid.
6. In submitting this bid, the undersigned declares that he/she is the only person interested in said bid; that it is made without any connection with any person or persons making another bid for the same contract; and that the bid is in all respects fair and without collusion, fraud, or misrepresentation.
7. The undersigned further declares that he/she has carefully examined the bidding documents and has satisfied himself/herself as to the method of estimating quantities and stockpile locations and understands that in signing this bid he/she waives all right to plead any misunderstanding regarding same. Bids cannot be altered or changed after they have been received by the City and opened.
8. Undersigned acknowledges receipt of Addendum (if an Addendum was issued) _____.

VARIANCES: (Please state variances if material differs from specifications.)

DATE: 5/23/2023

Independent Salt Company

Company Name



Signature

Christopher P. Tully

Printed Name

1126 20th Rd. / P.O. Box 36

Street Address

Kanopolis, KS 67454

City/State/Zip Code

(785) 472-4421

Telephone Number

chris@indsalt.com

Email Address

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.