

CITY OF OLATHE

AGREEMENT RENEWAL

This Agreement Renewal ("Renewal") made this ____ day of _____, 2024, by and between the City of Olathe ("City") and Remi Group, LLC. ("Vendor") (collectively, the "Parties").

WHEREAS, the City and Consultant have previously entered into an Agreement, dated March 23, 2023 ("the Agreement"), for equipment maintenance management; and

WHEREAS, the Agreement was for one year;

WHEREAS, Section 1 of the Agreement provides that the Agreement may be renewed for up to five additional one-year periods upon the written agreement of both parties; and

WHEREAS, the Parties have not previously renewed the Agreement;

WHEREAS, the Agreement expired on February 6, 2024; and

WHEREAS, the Parties are desirous of renewing the Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

The Agreement, as modified, is hereby renewed for an additional term of one year, commencing at the expiration of the current term on February 6, 2024. The City agrees to pay an amount not to exceed \$55,458.88 for the contract period.

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement will remain in full force and effect, except as specifically modified by any prior written renewals approved by the Parties and by this Renewal, including all policies of insurance which will cover the work authorized by this Renewal.

IN WITNESS WHEREOF, the Parties have caused this Renewal to be executed as of the day and year first above written.

CITY OF OLATHE, KANSAS

By: _____
(Mayor)

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

Remi Group, LLC

By: Kristen Childers

6325 Ardrey Kell Rd.
Charlotte, NC 28277

EXHIBIT A



6325 Ardrey Kell Road, Suite 200 Charlotte, NC 28277

SCHEDULE OF COVERED EQUIPMENT

Client: State of Kansas - City of Olathe
100 W Santa Fe
Olathe, KS 66061

Agreement Number: RSAH013077-02

Agreement Period: 02/06/24 to 02/06/25

Billing Method: Prepaid

Summary:

| | |
|-----------------|-------------|
| Property Count: | 15 |
| Location Count: | 1 |
| Annual Fee: | \$55,458.88 |
| Total Fee: | \$55,458.88 |

| Tag/Item # | Manufacturer | Model | Qty | Description | Serial # | PMs | Coverage Dates | Endorsement Add Del | Annual Fee: | Total Fee: |
|-----------------------------------------|-----------------|-----------|------------|---------------------------|---------------|--------------------------------------------------------------------------|---------------------|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Location: City of Olathe | | | | | | | | | | |
| 4442546 | Metrohm | 855 | 1 | Titrosampler | 1855001004403 | 1 | 02/06/24 - 02/06/25 | | \$5,754.57 | \$5,754.57 |
| <u>Sub Items</u> | | | <u>Qty</u> | <u>Model</u> | <u>Serial</u> | | | | <u>Excluded Coverages</u> | |
| Conductivity module | | | 1 | 856 | | | | | Consumables/supplies | |
| 800 Dosino | | | 1 | | 1800001013720 | | | | | |
| Dosing Unit 30 mL | | | 1 | 807-30 | 00566550 | | | | | |
| Dosing Unit 20 mL | | | 1 | 807-20 | 1800001013720 | | | | | |
| 4498892 | Thermo Electron | Integrion | 1 | Ion Chromatograph | 20083003 | 1 | 02/06/24 - 02/06/25 | | \$8,884.57 | \$8,884.57 |
| <u>Sub Items</u> | | | <u>Qty</u> | <u>Model</u> | <u>Serial</u> | <u>Included Coverages</u> | | | <u>Excluded Coverages</u> | |
| Autosampler | | | 1 | AS-DV | DX12031079 | 1 PM kit per year Thermo supplied personal computer | | | External power equipment e.g. UPS (uninterruptable power supply), power conditioner, or isolation transformer Complete system replacement Consumables items and wearable parts such as (but not limited to) bottles, calibration materials, gases, solvents, mobile phases, vials, caps, septa, columns, suppressors, cartridges, data media, ferrules, filters, frits, gaskets, ion exchange resin, lamps, photomultipliers, pump oil, reaction tubes, source ceramics, autosampler rotor valve seal, sample ports, syringes, sample loops, capillaries and other types of tubing, etc Accessories and optional modules, such as (but not limited to) CD or ED detectors, eluent generators, IC Cube modules, AM managers, TCC, remote controllers, tablets, autosampler pumps, etc | |
| SubLocation 1: Olathe Environmental Lab | | | | | | | | | | |
| 4440502 | Hach | TU5200 | 1 | Turbidimeter w/ RFID | 2062124 | 1 | 02/06/24 - 02/06/25 | | \$403.13 | \$403.13 |
| | | | | | | <u>Included Coverages</u> | | | <u>Excluded Coverages</u> | |
| | | | | | | Annual calibration to be performed during PM visit | | | Consumables/supplies | |
| 4440503 | Hach | AT1000 | 1 | Titration | 1624145 | 1 | 02/06/24 - 02/06/25 | | \$971.62 | \$971.62 |
| <u>Sub Items</u> | | | <u>Qty</u> | <u>Model</u> | <u>Serial</u> | <u>Included Coverages</u> | | | <u>Excluded Coverages</u> | |
| Syringe | | | 2 | | | Annual calibration to be performed during PM visit | | | Consumables/supplies | |
| Pumps | | | 2 | | | Depot service only | | | | |
| 4440504 | Hach | AT1000 | 1 | Titration | 1935146 | 1 | 02/06/24 - 02/06/25 | | \$971.62 | \$971.62 |
| <u>Sub Items</u> | | | <u>Qty</u> | <u>Model</u> | <u>Serial</u> | <u>Included Coverages</u> | | | <u>Excluded Coverages</u> | |
| Pumps | | | 2 | | | Depot service only | | | Consumables/supplies | |
| Syringe | | | 1 | | | Annual calibration to be performed during PM visit | | | | |
| 4440505 | Hach | DR3900 | 1 | Spectrophotometer w/ RFID | 1446432 | 1 | 02/06/24 - 02/06/25 | | \$633.49 | \$633.49 |
| | | | | | | <u>Included Coverages</u> | | | <u>Excluded Coverages</u> | |
| | | | | | | Annual calibration to be performed during PM visit Depot service only | | | Consumables/supplies | |

| Tag/Item # | Manufacturer | Model | Qty | Description | Serial # | PMS | Coverage Dates | Endorsement Add Del | Annual Fee: | Total Fee: |
|--------------------------|--------------|-------------|-----|---------------------------|--------------|--------------------------------------------------------------------------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| Location: City of Olathe | | | | | | | | | | |
| 4440506 | Hach | DR3900 | 1 | Spectrophotometer w/ RFID | 1491250 | 1 | 02/06/24 - 02/06/25 | | \$633.49 | \$633.49 |
| | | | | | | <u>Included Coverages</u> | | <u>Excluded Coverages</u> | | |
| | | | | | | Annual calibration to be performed during PM visit Depot service only | | Consumables/supplies | | |
| 4440507 | Hach | DR3900 | 1 | Spectrophotometer w/ RFID | 1506594 | 1 | 02/06/24 - 02/06/25 | | \$633.49 | \$633.49 |
| | | | | | | <u>Included Coverages</u> | | <u>Excluded Coverages</u> | | |
| | | | | | | Annual calibration to be performed during PM visit Depot service only | | Consumables/supplies | | |
| 4440508 | Hach | DR3900 | 1 | Spectrophotometer w/ RFID | 1597533 | 1 | 02/06/24 - 02/06/25 | | \$633.49 | \$633.49 |
| | | | | | | <u>Included Coverages</u> | | <u>Excluded Coverages</u> | | |
| | | | | | | Depot service only Annual calibration to be performed during PM visit | | Consumables/supplies | | |
| 4440511 | Hach | DR 6000 | 1 | Spectrophotometer w/ RFID | 1790154DUP0 | 1 | 02/06/24 - 02/06/25 | | \$990.55 | \$990.55 |
| | | | | | | <u>Included Coverages</u> | | <u>Excluded Coverages</u> | | |
| | | | | | | Depot service only Annual calibration to be performed during PM visit | | Consumables/supplies | | |
| 4440513 | Perkin Elmer | NexION 350X | 1 | ICP Mass Spectrometer | 85XN6070501 | 1 | 02/06/24 - 02/06/25 | | \$18,708.49 | \$18,708.49 |
| | | | | | | | | <u>Excluded Coverages</u> | | |
| | | | | | | | | Parts that are deemed user replaceable and are considered wetted including but not limited to seals, filters, gaskets, valves, syringes, tubing, tips. | | |
| 4440514 | Perkin Elmer | Optima 8000 | 1 | Spectrometer | 078S1605244C | 1 | 02/06/24 - 02/06/25 | | \$8,391.67 | \$8,391.67 |
| | | | | | | | | <u>Excluded Coverages</u> | | |
| | | | | | | | | Parts that are deemed user replaceable and are considered wetted including but not limited to seals, filters, gaskets, valves, syringes, tubing, tips. | | |
| 4440515 | Perkin Elmer | S10 | 1 | Autosampler | 102S16072908 | 0 | 02/06/24 - 02/06/25 | | \$1,747.45 | \$1,747.45 |
| | | | | | | | | <u>Excluded Coverages</u> | | |
| | | | | | | | | Parts that are deemed user replaceable and are considered wetted including but not limited to seals, filters, gaskets, valves, syringes, tubing, tips. | | |
| 4440516 | Perkin Elmer | S10 | 1 | Autosampler | 102S16072911 | 0 | 02/06/24 - 02/06/25 | | \$1,747.45 | \$1,747.45 |
| | | | | | | | | <u>Excluded Coverages</u> | | |
| | | | | | | | | Parts that are deemed user replaceable and are considered wetted including but not limited to seals, filters, gaskets, valves, syringes, tubing, tips. | | |

| Tag/Item # | Manufacturer | Model | Qty | Description | Serial # | PMs | Coverage Dates | Endorsement Add Del | Annual Fee: | Total Fee: | |
|--------------------------|--------------|-------|-----|--------------|-----------|----------------------------------------------------|---------------------|--------------------------|---------------------------|-------------|-------------|
| Location: City of Olathe | | | | | | | | | | | |
| 4440518 | Suez | M9 | 1 | TOC Analyzer | 1601-1316 | 1 | 02/06/24 - 02/06/25 | | \$4,353.80 | \$4,353.80 | |
| | | | | | | <u>Included Coverages</u> | | | <u>Excluded Coverages</u> | | |
| | | | | | | Annual calibration to be performed during PM visit | | | Consumables/supplies | | |
| Subtotals: | | | 15 | | | | | | City of Olathe Subtotals: | \$55,458.88 | \$55,458.88 |
| Agreement Totals: | | | 15 | | | Total Locations: | 1 | Agreement Totals: | | \$55,458.88 | \$55,458.88 |

Exhibit B

CITY OF OLATHE INSURANCE REQUIREMENTS

A. Insurance. Consultant agrees to secure and maintain throughout the duration of this Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. Business Automobile Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

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

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

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Consultant against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability: Consultant must maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000

5. Cyber Insurance: If Consultant will have access to the City's network or City's data, Consultant must maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement. Coverage must

include: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

Limits: Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000

B. Exposure Limits. The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Consultant nor has City assessed the risk that may be applicable to Consultant. Consultant must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Consultant's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Consultant.

C. Costs. The cost of insurance will be included in the Consultant's bid or proposal and must be at Consultant's expense. Any and all deductibles or self-insurance in the above described coverages will be the responsibility and at the sole risk of the Consultant.

D. Verification of Coverage

1. Consultant must provide a certificate of insurance on ISO form or equivalent, listing the City as the certificate holder, and additional insured endorsements for the requested coverages.
2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

E. Cancellation. No required coverage may be suspended, voided, or canceled, except after Consultant has provided thirty (30) days' advance written notice to the City.

F. Subconsultant's Insurance: If a part of this Agreement is to be sublet, Consultant must either cover all subconsultants under its insurance policies; OR require each subconsultant not so covered to meet the standards stated herein.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
10/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|--------------------------------------|---------------|
| PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA | CONTACT NAME: Willis Towers Watson Certificate Center | | |
| | PHONE (A/C No. Ext): 1-877-945-7378 | FAX (A/C No.): 1-888-467-2378 | |
| | E-MAIL ADDRESS: certificates@willis.com | | |
| INSURED Remi Holdings, LLC The Remi Group LLC 6325 Ardrey Kell Road, Suite 200 Charlotte, NC 28277 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Hartford Fire Insurance Company | | 19682 |
| | INSURER B: Trumbull Insurance Company | | 27120 |
| | INSURER C: Hartford Casualty Insurance Company | | 29424 |
| | INSURER D: Hartford Underwriters Insurance Company | | 30104 |
| | INSURER E: Indian Harbor Insurance Company | | 36940 |
| | INSURER F: | | |

COVERAGES**CERTIFICATE NUMBER:** W30641082**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|----------------------------------------------------------------------------------------------------------------------|--------------------|----------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | Y | 10UUNAX4G9L | 10/18/2023 | 10/18/2024 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
| | | | | | | MED EXP (Any one person) \$ 10,000 |
| | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | OTHER: | | | | | \$ |
| B | AUTOMOBILE LIABILITY | Y | 10UENDI4615 | 10/18/2023 | 10/18/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | 10XHUAY6GH2 | 10/18/2023 | 10/18/2024 | EACH OCCURRENCE \$ 10,000,000 |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE \$ 10,000,000 |
| | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N | 10WEAN2NRP | 10/18/2023 | 10/18/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| E | Technology & Professional Services | | MTP 9045125 01 | 04/28/2023 | 04/28/2024 | Limit \$5,000,000 |
| | | | | | | Retention \$50,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured as respects to General Liability and Automobile Liability.

General Liability and Automobile Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Olathe, Kansas 100 W Santa Fe Olathe, KS 66061 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

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ACORD 25 (2016/03)

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SR ID: 24818387

BATCH: 3170778