

CITY OF OLATHE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and The Fagan Company dba EMCOR Services Fagan, hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs Blue Card Recertification Annual Renewal, and contracts with Vendor for the work described in Vendor's proposal in **Exhibit A**.

1. FEES, EXPENSES, AND TERM. City agrees to pay Vendor according to the work described in **Exhibit A**. The fee is based on the performance of the detailed specifications outlined in this Agreement, including **Exhibit A** attached hereto and incorporated by reference, and will be billed by Vendor using fee schedule as set forth in **Exhibit A** attached hereto and incorporated by reference. This contract will be a one (1) year contract with the option to renew for one (1) additional year upon 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.

4. PAYMENT. 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. 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.

[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:

Deputy City Attorney

The Fagan Company dba EMCOR Services Fagan

By: Michael L Crabtree
Michael Crabtree, President & CEO
3125 Brinkerhoff Road
Kansas City, KS 66115

**EXHIBIT A
FEE & RATE SCHEDULE**

							Proposed 2024-2025 Extention pricing	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
1	Animal Shelter 505 E Sunvale	Maintenance - APR & OCT	2	each visit	\$382.32	\$764.64	\$416.73	\$833.46
2	Animal Shelter 505 E Sunvale	Filter change *MERV 8 or higher	2	each visit	\$116.93	\$233.86	\$127.45	\$254.91
3	Public Safety 501 E 56 Hwy (Old & New Bldgs)	Maintenance - APR & OCT	2	each visit	\$1,666.22	\$3,332.44	\$1,816.18	\$3,632.36
4	Public Safety 501 E 56 Hwy (Old & New Bldgs)	Filter change *MERV 8 or higher	2	each visit	\$1,184.21	\$2,368.42	\$1,290.79	\$2,581.58
5	W Santa Fe Bldg 200 W Santa Fe	Maintenance - APR & OCT	2	each visit	\$394.26	\$788.52	\$429.74	\$859.49
6	W Santa Fe Bldg 200 W Santa Fe	Filter change *MERV 8 or higher	2	each visit	\$160.65	\$321.30	\$175.11	\$350.22
7	City Hall 100 E Santa Fe	Maintenance - APR & OCT	2	each visit	\$2,079.90	\$4,159.80	\$2,267.09	\$4,534.18
8	City Hall 100 E Santa Fe	Filter change *MERV 8 or higher	2	each visit	\$1,372.59	\$2,745.18	\$1,496.12	\$2,992.25
9	Traffic Ops Center 309 N Rogers Rd	Maintenance - APR & OCT	2	each visit	\$741.11	\$1,482.22	\$807.81	\$1,615.62
10	Traffic Ops Center 309 N Rogers Rd	Filter change *MERV 8 or higher	2	each visit	\$361.59	\$723.18	\$394.13	\$788.27
11	Traffic Maint. Center 301 N Rogers Rd	Maintenance - APR & OCT	2	each visit	\$757.13	\$1,514.26	\$825.27	\$1,650.54
12	Traffic Maint. Center 301 N Rogers Rd	Filter change *MERV 8 or higher	2	each visit	\$394.30	\$788.60	\$429.79	\$859.57
13	Fire Administration 1225 Hamilton Cir	Maintenance - APR & OCT	2	each visit	\$1,100.46	\$2,200.92	\$1,199.50	\$2,399.00
14	Fire Administration 1225 Hamilton Cir	Filter change *MERV 8 or higher	2	each visit	\$1,124.28	\$2,248.56	\$1,225.47	\$2,450.93

15	Fire Station 1 501 E 56 Hwy	Maintenance - APR & OCT	2	each visit	\$378.38	\$756.76	\$412.43	\$824.87
16	Fire Station 1 501 E 56 Hwy	Filter change *MERV 8 or higher	2	each visit	\$78.84	\$157.68	\$85.94	\$171.87
18	Fire Station 2 1725 N Renner Rd	Maintenance - APR & OCT	2	each visit	\$1,230.19	\$2,460.38	\$1,340.91	\$2,681.81
19	Fire Station 2 1725 N Renner Rd	Filter change *MERV 8 or higher	2	each visit	\$708.43	\$1,416.86	\$772.19	\$1,544.38
20	Fire Station 3 14940 W 143rd St	Maintenance - APR & OCT	2	each visit	\$1,519.22	\$3,038.44	\$1,655.95	\$3,311.90
11	Fire Station 3 14940 W 143rd St	Filter change *MERV 8 or higher	2	each visit	\$428.58	\$857.16	\$467.15	\$934.30
22	Fire Station 4 13301 Mur-Len Rd	Maintenance - APR & OCT	2	each visit	\$571.02	\$1,142.04	\$622.41	\$1,244.82
23	Fire Station 4 13301 Mur-Len Rd	Filter change *MERV 8 or higher	2	each visit	\$266.22	\$532.44	\$290.18	\$580.36
24	Fire Station 5 1128 W Spruce	Maintenance - APR & OCT	2	each visit	\$513.54	\$1,027.08	\$559.76	\$1,119.52
25	Fire Station 5 1128 W Spruce	Filter change *MERV 8 or higher	2	each visit	\$190.28	\$380.56	\$207.41	\$414.81
26	Fire Station 6 1225 S Hamilton Cir	Maintenance - APR & OCT	2	each visit	\$1,548.27	\$3,096.54	\$1,687.61	\$3,375.23
27	Fire Station 6 1225 S Hamilton Cir	Filter change *MERV 8 or higher	2	each visit	\$560.90	\$1,121.80	\$611.38	\$1,222.76
28	Fire Station 7 16110 S. Mur-Len	Maintenance - APR & SEPT	2	each visit	\$653.48	\$1,306.96	\$712.29	\$1,424.59
29	Fire Station 7 16110 S. Mur-Len	Filter change *MERV 8 or higher	2	each visit	\$196.67	\$393.34	\$214.37	\$428.74
30	Black Bob Bay Pool 151st & Black Bob Rd	Maintenance - APR & SEPT	2	each visit	\$2,687.55	\$5,375.10	\$2,929.43	\$5,858.86
31	Black Bob Bay Pool 151st & Black Bob Rd	Filter change *MERV 8 or higher	2	each visit	\$0.00	\$0.00	\$0.00	\$0.00
32	Frontier Pool 127th & Mur-Len	Maintenance - APR & SEPT	2	each visit	\$612.44	\$1,224.88	\$667.56	\$1,335.12

33	Frontier Pool 127th & Mur—Len	Filter change *MERV 8 or higher	2	each visit	\$0.00	\$0.00	\$0.00	\$0.00
34	Millcreek Pool Poplar & Woodland	Maintenance - APR & SEPT	2	each visit	\$590.86	\$1,181.72	\$644.04	\$1,288.07
35	Millcreek Pool Poplar & Woodland	Filter change *MERV 8 or higher	2	each visit	\$0.00	\$0.00	\$0.00	\$0.00
36	Oregon Trail Pool 1800 W Dennis	Maintenance - APR & SEPT	2	each visit	\$734.57	\$1,469.14	\$800.68	\$1,601.36
37	Oregon Trail Pool 1800 W Dennis	Filter change *MERV 8 or higher	2	each visit	\$0.00	\$0.00	\$0.00	\$0.00
38	Streets Center 400 E Harold	Maintenance - APR & OCT	2	each visit	\$1,213.06	\$2,426.12	\$1,322.24	\$2,644.47
39	Streets Center 400 E Harold	Filter change *MERV 8 or higher	2	each visit	\$397.09	\$794.18	\$432.83	\$865.66
42	Municipal Courts 1200 S Harrison	Maintenance - APR & OCT	2	each visit	\$940.19	\$1,880.38	\$1,024.81	\$2,049.61
43	Municipal Courts 1200 S Harrison	Filter change *MERV 8 or higher	2	each visit	\$498.41	\$996.82	\$543.27	\$1,086.53
44	Transfer Station 1681 S Valley Rd	Maintenance - APR & OCT	2	each visit	\$84.21	\$168.42	\$91.79	\$183.58
45	Transfer Station 1681 S Valley Rd	Filter change *MERV 8 or higher	2	each visit	\$0.00	\$0.00	\$0.00	\$0.00
46	Mahaffie Farmstead 1100 N. Kansas City Rd	Maintenance - APR & OCT	2	each visit	\$520.08	\$1,040.16	\$566.89	\$1,133.77
47	Mahaffie Farmstead 1100 N. Kansas City Rd	Filter change *MERV 8 or higher	2	each visit	\$100.88	\$201.76	\$109.96	\$219.92
48	Heritage Center 1200 E. Kansas City Rd	Maintenance - APR & OCT	2	each visit	\$511.58	\$1,023.16	\$557.62	\$1,115.24
49	Heritage Center 1200 E. Kansas City Rd	Filter change *MERV 8 or higher	2	each visit	\$292.63	\$585.26	\$318.97	\$637.93

50	Robinson Complex Admin Bldg 1385 S Robinson	Maintenance - JAN & JULY (FILTERS ONLY); APR & OCT - SERVICE	4	each visit	\$796.93	\$3,187.72	\$868.65	\$3,474.61
51	Robinson Complex Admin Bldg 1385 S Robinson	Filter change *MERV 8 or higher	4	each visit	\$287.91	\$1,151.64	\$313.82	\$1,255.29
52	Robinson Complex Ops Bldg 1415 S Robinson	Maintenance - JAN & JULY (FILTERS ONLY); APR & OCT - SERVICE	4	each visit	\$1,171.85	\$4,687.40	\$1,277.32	\$5,109.27
53	Robinson Complex Ops Bldg 1415 S Robinson	Filter change *MERV 8 or higher	4	each visit	\$350.00	\$1,400.00	\$381.50	\$1,526.00
54	Robinson Complex Weld Bldg 1445 S Robinson Dr	Maintenance - JAN & JULY (FILTERS ONLY); APR & OCT - SERVICE	4	each visit	\$461.79	\$1,847.16	\$503.35	\$2,013.40
55	Robinson Complex Weld Bldg 1445 S Robinson Dr	Filter change *MERV 8 or higher	4	each visit	\$85.57	\$342.28	\$93.27	\$373.09
58	Cemetery 738 N Chestnut	Maintenance - APR & OCT	2	each visit	\$84.21	\$168.42	\$91.79	\$183.58
59	Softball Complex Concessions 13901 W 151st St.	Maintenance - APR & OCT	2	each visit	\$60.00	120.00	\$65.40	\$130.80
60	Softball Complex Concessions 13901 W 151st St.	Filter change *MERV 8 or higher	2	each visit	\$0.00	\$0.00	\$0.00	\$0.00

63	Water Plant #1 600 S Curtis	Maintenance - APR & OCT	2	each visit	\$784.37	\$1,568.74	\$854.96	\$1,709.93
64	Water Plant #1 600 S Curtis	Filter change *MERV 8 or higher	2	each visit	\$135.64	\$271.28	\$147.85	\$295.70
65	Water Plant #1 East Bldg 600 S Curtis	Maintenance - APR & OCT	2	each visit	\$0.00	\$0.00	\$0.00	\$0.00
66	Water Plant #1 East Bldg 600 S Curtis	Filter change *MERV 8 or higher	2	each visit	\$0.00	\$0.00	\$0.00	\$0.00
67	Parkview Manor, 300 N. Chestnut	Maintenance — Start A/C & Shutdown Heat in May; Start Heat & Shutdown A/C in Oct; Monthly trip to clean coils & check operation June -Sept - No Filters Required	6	each visit	\$706.73	\$4,240.38	\$770.34	\$4,622.01
68	Parkview Manor, 300 N. Chestnut	Filter change *MERV 8 or higher	6	each visit	\$325.39	\$1,952.34	\$354.68	\$2,128.05
69	Community Center 1205 East Kansas City Road	Maintenance - JAN & JULY (FILTERS ONLY); APR & OCT - SERVICE	4	each visit	\$1,846.22	\$7,384.88	\$2,012.38	\$8,049.52
70	Community Center 1205 East Kansas City Road	Filter change *MERV 8 or higher	4	each visit	\$1,388.21	\$5,552.84	\$1,513.15	\$6,052.60
71	Eagles Landing 475 Wardclif Dr	Maintenance - APR & OCT	2	each visit	\$1,420.60	\$2,841.20	\$1,548.45	\$3,096.91
72	Eagles Landing 475 Wardclif Dr	Filter change *MERV 8 or higher	2	each visit	\$567.23	\$1,134.46	\$618.28	\$1,236.56
73	Ensor Historical Site 18995 W. 183rd St	Maintenance - APR & OCT	2	each visit	\$126.95	\$253.90	\$138.38	\$276.75
74	Ensor Historical Site 18995 W. 183rd St	Filter change *MERV 8 or higher	2	each visit	\$29.07	\$58.14	\$31.69	\$63.37

77	Information Technology 135 S. Kansas	Maintenance - APR & OCT	2	each visit	\$1,039.54	\$2,079.08	\$1,133.10	\$2,266.20
78	Information Technology 135 S. Kansas	Filter change *MERV 8 or higher	2	each visit	\$377.52	\$755.04	\$411.50	\$822.99
79	Indian Creek Library 16100 W. 135th St	Maintenance - APR & OCT	2	each visit	\$1,414.49	\$2,828.98	\$1,541.79	\$3,083.59
80	Indian Creek Library 16100 W. 135th St	Filter change *MERV 8 or higher	2	each visit	\$1,048.13	\$2,096.26	\$1,142.46	\$2,284.92
B5	Marina at Lake Olathe Wardcliff drive	Maintenance —May Sept	2	each visit	\$727.48	\$1,454.96	\$792.95	\$1,585.91
86	Utility Storage 1436 S. Robinson	Maintenance - APR & OCT	2	each visit	\$236.49	\$472.98	\$257.77	\$515.55
87	Utility Storage 1436 S. Robinson	Filter change *MERV 8 or higher	2	each visit	\$46.14	\$92.28	\$50.29	\$100.59
88	HHW 1420 Public Dropoff S. Robinson	Maintenance - APR & OCT	2	each visit	\$106.77	\$213.54	\$116.38	\$232.76
89	HHW 1420 Public Dropoff S. Robinson	Filter change *MERV 8 or higher	2	each visit	\$30.48	\$60.96	\$33.22	\$66.45
90	Parks Construction 229 S. Church	Maintenance - APR & OCT	2	each visit	\$207.31	\$414.62	\$225.97	\$451.94
91	Parks Construction 229 S. Church	Filter change *MERV 8 or higher	2	each visit	\$64.62	\$129.24	\$70.44	\$140.87

92	Parks Operations 1908 Ironwood	Maintenance - APR & OCT	2	each visit	\$1,553.89	\$3,107.78	\$1,693.74	\$3,387.48
93	Parks Operations 1908 Ironwood	Filter change *MERV 8 or higher	2	each visit	\$1,043.52	\$2,087.04	\$1,137.44	\$2,274.87
94	Water Plant #2 27065 W. 83rd Street, Lenexa, KS	Maintenance - APR & OCT	2	each visit	\$572.07	\$1,144.14	\$623.56	\$1,247.11
95	Water Plant #2 27065 W. 83rd Street, Lenexa, KS	Filter change *MERV 8 or higher	2	each visit	\$153.46	\$306.92	\$167.27	\$334.54
96	Cedar Creek Wastewater 25903 W. 119th Street	Maintenance - APR & OCT	2	each visit	\$262.27	\$524.54	\$285.87	\$571.75
97	Cedar Creek Wastewater 25903 W. 119th Street	Filter change *MERV 8 or higher	2	each visit	\$84.98	\$169.96	\$92.63	\$185.26
98	Environmental Lab 25851 W 119th Street	Maintenance - APR & OCT	2	each visit	\$1,380.02	\$2,760.04	\$1,504.22	\$3,008.44
99	Environmental Lab 25851 W 119th Street	Filter change *MERV 8 or higher	2	each visit	\$777.60	\$1,555.20	\$847.58	\$1,695.17
106	Hourly Rate for Repairs/new work for Regular Hours (M-F 7:30 AM - 4:30 PM)		1	Hour	\$114.00	\$114.00	\$122.00	\$122.00
107	Hourly Rate for Repairs/new work Overtime (M-F 4:30 PM - 7:30 AM)		1	Hour	\$171.00	\$171.00	\$176.00	\$176.00

108	Hourly Rate for Repairs/new work Overtime (Sat, Sun, Holidays)	1	Hour	\$228.00	\$228.00	\$228.00	\$228.00
109	Cost for Recapturing Excess Freon	1	pound	0	\$0.00	\$0.00	\$0.00

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. Waiver of Subrogation. All liability policies will provide a waiver of subrogation in favor of the City.

D. 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.

E. 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.

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

G. Subcontractor's Insurance: If a part of this Agreement is to be sublet, Vendor must either cover all subcontractors under its insurance policies; **OR** require each subcontractor not so covered to meet the standards stated herein.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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 MARSH USA LLC 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Phone: 866-966-4664 Emcor.Certrequest@marsh.com / Fax: 203-229-6787 CN102796740-FAGAN-COM-23-24		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:															
INSURED THE FAGAN COMPANY DBA EMCOR SERVICES FAGAN 3125 BRINKERHOFF ROAD KANSAS CITY, KS 66115		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER B : American Casualty Company of Reading, PA</td><td>20427</td></tr><tr><td>INSURER C : Transportation Insurance Co</td><td>20494</td></tr><tr><td>INSURER D : Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Company	20443	INSURER B : American Casualty Company of Reading, PA	20427	INSURER C : Transportation Insurance Co	20494	INSURER D : Continental Insurance Company	35289	INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** NYC-010985424-05 **REVISION NUMBER:** 3

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL 7039900175	10/01/2023	10/01/2024	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 25,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 5,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 10,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 14,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 25,000	PERSONAL & ADV INJURY	\$ 5,000,000	GENERAL AGGREGATE	\$ 10,000,000	PRODUCTS - COMP/OP AGG	\$ 14,000,000		\$
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A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BUA 7039900208	10/01/2023	10/01/2024	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 5,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Auto Physical Damage</td><td>\$ Included</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Auto Physical Damage	\$ Included				
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D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUE 7015644968	10/01/2023	10/01/2024	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
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AGGREGATE	\$ 5,000,000																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 7 39955208 (AOS) WC 7 39955452 (CA) WC 7 39958397 (AZ, OR, WI)	10/01/2023 10/01/2023 10/01/2023	10/01/2024 10/01/2024 10/01/2024	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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D																					
C																					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ADDITIONAL INSURED UNDER ALL POLICIES (EXCEPT WORKERS COMPENSATION & EMPLOYERS LIABILITY) WHERE REQUIRED BY CONTRACT: CITY OF OLATHE
WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT AND WHERE NOT PROHIBITED BY LAW.

CERTIFICATE HOLDER CITY OF OLATHE 100 E SANTA FE ST OLATHE, KS 66051-0768	CANCELLATION 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 of Marsh USA LLC <i>Marsh USA LLC</i>
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY ***MARSH USA LLC		NAMED INSURED THE FAGAN COMPANY DBA EMCOR SERVICES FAGAN 3125 BRINKERHOFF ROAD KANSAS CITY, KS 66115
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

AUTO PHYSICAL DAMAGE COMP / COLL DEDUCTIBLE \$500

FOR WORKER'S COMPENSATION, AUTO LIABILITY, GENERAL LIABILITY AND UMBRELLA LIABILITY:

IN THE EVENT OF CANCELLATION OR MATERIAL CHANGE THAT REDUCES OR RESTRICTS THE INSURANCE AFFORDED BY THIS COVERAGE PART (OTHER THAN THE REDUCTION OF AGGREGATE LIMITS THROUGH PAYMENT OF CLAIMS AS APPLICABLE), INSURER AGREES TO MAIL PRIOR WRITTEN NOTICE OF CANCELLATION OR MATERIAL CHANGE TO: CERTIFICATE HOLDER

SCHEDULE

1. NUMBER OF DAYS ADVANCE NOTICE: FOR ANY STATUTORILY PERMITTED REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE NUMBER OF DAYS REQUIRED FOR NOTICE OF CANCELLATION AS PROVIDED IN PARAGRAPH 2 OF EITHER THE CANCELLATION COMMON POLICY CONDITIONS OR AS AMENDED BY THE APPLICABLE STATE CANCELLATION ENDORSEMENT IS INCREASED TO THE LESSER OF 60 DAYS OR THE NUMBER OF DAYS REQUIRED IN A WRITTEN CONTRACT.

FOR NON-PAYMENT OF PREMIUM, THE GREATER OF (1) THE NUMBER OF DAYS REQUIRED BY STATE LAW OR (2) THE NUMBER OF DAYS REQUIRED BY WRITTEN CONTRACT.

2. NAME:

NOTICE WILL BE MAILED TO: CERTIFICATE HOLDER