

CITY OF OLATHE
AGREEMENT RENEWAL

This Agreement Renewal (“Renewal”) made this _____ day of _____, 20____, by and between the City of Olathe (“City”) and Olathe Winwater Works Co., (“Vendor”) (collectively, the “Parties”).

WHEREAS, the City and Consultant have previously entered into an Agreement, dated February 28, 2024 (“the Agreement”), FOR fire hydrants, extensions and repair kits; and

WHEREAS, the Agreement was for a term of one (1) year;

WHEREAS, Section 1 of the Agreement provides that the Agreement may be renewed for up to two (2) additional one (1)-year periods upon the written agreement of both parties; and

WHEREAS, the Agreement will currently expire on February 28, 2025; 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 (1) year, commencing at the expiration of the current term on February 28, 2025

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

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

CITY OF OLATHE, KANSAS

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

Olathe Winwater Works, Co.

By: _____

Name and Title
1165 W 149th St
Olathe, KS 66061



1165 W 149 STREET
OLATHE, KS 66061

PHONE (913) 829-3300
FAX (913) 829-3993

Job Name
Annual Hydrant/Valve Material Bid 2025-26

Quote No.	Date	Page
0021390	2/13/25	1
Expiration Date		3/15/25
Revised Date		2/13/25
Bid Due Date		2/13/25

Quoted To Customer
CITY OF OLATHE ATTN ACCOUNTS PAYABLE PO BOX 768 OLATHE, KS 66051-0768
Phone (913) 971-9042 Fax (913) 971-9099

Quoted By
Corbit cjcorbit@winwaterworks.com (913) 829-3300

Customer	Payment Terms	Quoted To	Salesperson	FOB
013665	NET 30 DAYS	Corbit	TERRY DICKENS	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
2.0	1	KENNEDY HYDRANT MATERIAL KEN K81D 4B 51/4 3W OL 6MJ YEL CITY OF OLATHE LESS CHAINS	3200.0000	EA	3200.00
3.0	1	K-81D 4'6" 5 1/4 MJ HDPE STUB YELLOW OLATHE,KS SPEC NO CHAIN	3600.0000		3600.00
4.0	1	K-81-A BREAK FLG KIT KIT #HRPI-5-8149	350.0000	EA	350.00
5.0	1	K81D 5-1/4 6 HYD EXT KENNEDY SPECIFIC	700.0000	EA	700.00
6.0	1	K81D 5-1/4 12 HYD EXT KENNEDY SPECIFIC	765.0000	EA	765.00
7.0	1	KEN K81D 4.5B 5-1/4 3W OL 6MJ YELLOW OLATHE,KS SPEC NO CHAIN	3375.0000	EA	3375.00
10.0	1	TRAFFIC REPAIR KITS TRAFFIC REPAIR KIT B84B HYD. 5-1/4" #HRPI-584	200.0000	EA	200.00
11.0	1	B62B HYDRANT REPAIR KIT #HRPI-6840S	225.0000	EA	225.00
12.0	1	TRAFFIC REPAIR KIT CLOW MED. 5-1/4" #HRPI-653	225.0000	EA	225.00
13.0	1	HYDRANT REPAIR KIT FOR M94 #HRPI-719	225.0000	EA	225.00
14.0	1	HYD REPAIR KIT 5-1/4 WATEROUS PACER 100 #HRPI-528	225.0000		225.00
15.0	1	HYD REPAIR KIT AVK #HRPI-800	225.0000		225.00
16.0	1	HYDRANT EXTENSIONS 6" B-84-B AMERICAN DARLING HYDRANT EXTENSION	350.0000		350.00
17.0	1	12" B-84-B AMERICAN DARLING HYDRANT EXTENSION	400.0000		400.00
18.0	1	6" A-423 MUELLER HYDRANT EXTENSION	450.0000		450.00
19.0	1	12" A-423 MUELLER HYDRANT EXTENSION	550.0000		550.00
20.0	1	R1620664 6 EXT F/5-1/4 MED HYD CLOW SPECIFIC	655.0000	EA	655.00
21.0	1	R1620665 12 EXT F/5-1/4 MED	765.0000	EA	765.00



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Annual Hydrant/Valve Material Bid 2025-26

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0021390	2/13/25	2
Expiration Date		3/15/25
Revised Date		2/13/25
Bid Due Date		2/13/25

Line	Qty.	Description	Unit Price	UOM	Extended Price
22.0	1	CLOW SPECIFIC 6" US PIPE #94 M94 HYDRANT EXTENSION	375.0000		375.00
23.0	1	12" US PIPE #94 M94 HYDRANT EXTENSION	425.0000		425.00
24.0	1	6" WATEROUS PACER 100 HYDRANT EXTENSION	425.0000		425.00
25.0	1	12" WATEROUS PACER 100 HYDRANT EXTENSION	475.0000		475.00
26.0	1	6" AVK HYDRANT EXTENSION	500.0000		500.00
27.0	1	12" AVK HYDRANT EXTENSION	550.0000		550.00
30.0	1	KENNEDY/CLOW VALVES 6 MJ RS VALVE OL	1050.0000	EA	1050.00
31.0	1	8 MJ RS VALVE OL	1585.0000	EA	1585.00
32.0	1	12 MJ RS VALVE OL	3225.0000	EA	3225.00
		SUBTOTAL			25095.00

1. This quotation is itemized for information only. Although effort has been made to include all material needed, this is not necessarily a complete list.

2. The prices are subject to change without notice, and also subject to any federal, state, city or other taxes that may apply.

3. We are not responsible for damages resulting from strikes, delays by carrier, or causes beyond our control.

4. This quotation is not to be considered a contract and we reserve the right to retract this and any quotation at any time for any reason.

Tax Area Id	Net Sales	25,095.00
170910640	Freight	.00
	Tax	.00
	Quotation Total	25,095.00

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.