

CITY OF OLATHE

AGREEMENT RENEWAL

This Agreement Renewal ("Renewal") made this 9th day of January, 2024, by and between the City of Olathe ("City") and MMP Business Associates, dba Armor Equipment, ("Vendor") (collectively, the "Parties").

WHEREAS, the City and Consultant have previously entered into an Agreement, dated April 21, 2021 ("the Agreement"), for streetlight poles and bases; and

WHEREAS, the Agreement was for three years;

WHEREAS, Section 1 of the Agreement provides that the Agreement may be renewed for an additional two year period upon the written agreement of both parties; and

WHEREAS, the Parties have not previously renewed the Agreement;

WHEREAS, the Agreement will currently expire on April 30, 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 two years, commencing at the expiration of the current term on April 30, 2024. The City agrees to pay an amount not to exceed 1,867,000.00 per year 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: _____
(City Manager)

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

By: _____
(INSERT VENDOR PRINCIPAL & TITLE)
(ADDRESS OF VENDOR REQUIRED)

EXHIBIT A
Quote



QUOTATION

Name	FOB	Delivery Date	Date
CITY OF OLATHE	OLATHE, KS	APPROXIMATELY 440 TO 470 DAYS	10/11/23
Address		Other	
1415 S. ROBINSON DRIVE			
City, State, ZIP	Contact	Telephone	Fax
OLATHE, KS 66051	JOSH WOOD	913-544-5775	913-927-0407

Quantity	Description	Each	Total
1	HEIL 40 YD. HALF/PACK HIGH COMPACTION FRONT LOADER	\$466,733.45	\$466,733.45
	WITH:		
	STEEL SLIDING TOP DOOR		
	CAB SHIELD WITH HINGED RUBBER TIP EXTENSION STEEL		
	FRONT HEAD CLOSURE SCREEN		
	BODY SERVICE PROPS		
	TAILGATE SERVICE PROPS		
	FULL AUTOMATIC SHUR-LOCK TAILGATE LATCHES		
	HEAVY DUTY FORKS 59" LENGTH		
	FRONT MOUNT SINGLE VANE PUMP		
	CROSS PATTERN PACKING CYLINDERS		
	THROTTLE ADVANCE		
	JOYSTICK CROSS PATTERN IN LIEU OF STD AXIS JOYSTICK. *****		
	CAVITY AND JOINT SEALER		
	BACKUP ALARM		
	LED MID-BODY TURN SIGNALS		
	FRONT AND REAR MUD FLAPS		
	STROBE LIGHT AMBER MOUNTED LOWER TAILGATE IN CAB SWITCH		
	HOPPER FLOOD LIGHT		
	REMOTE PACKER LUBE		
	20 LB. FIRE EXTINGUISHER		
	MULTI-FUNCTION LIGHTS		
	BODY SIDE BACKING LIGHTS LED		
	CURBSIDE MOUNTED ROOF LADDER		
	SINGLE HOPPER WORK LIGHT LED		
	DUAL OVAL FLAT STROBE MOUNTED MID T/G IN CAB SWITCH		
	75 DEG. CNG SYSTEM		
	BROOM KIT CURBSIDE OF BODY		
	FRONT BUMPER CNG FILL WITH KILL SWITCH		
	DUAL LED CAB MOUNTED OVAL STROBE LIGHTS		
	CAB SHIELD MOUNTED LED LIGHT		
	BODY ROOF RETAINER TEETH 2 ROWS FRONT OF THE BODY		
	BOLT ON FENDER EXTENSION KIT		
	WHEEL CHOCK HOLDER KIT UNDER BODY		
	DUAL CAB MOUNTED FLOOD LIGHTS		
	PRECO BACK UP ALARM		
	BODY HYD PRESSURE SENSOR		
	ARM/FORK OVER HEIGHT WARNING KIT		
	BODY UNDERCOATING		
	CHROME PLATED CYLINDER RODS		
	ARM HYD TUBE COVERS		
*****	BUMPER EXTENDERS FOR FORKS, WHEEL CHOCK ON SIDE BODY		
	MOUNTED ON 2025 AUTOCAR ACX64 66,000 GVWR		
	ENGINE: CUMMINS 350 HP @2100		
	TRANSMISSION: ALLISON 4500 6 SPEED		
	SINGLE LEFT HAND DRIVE		
	PAINTED CAB AND PACKER OVERNIGHT GRAY		
	QUOTE GOOD FOR 30 DAYS		

Quoted by: _____

Approved by: _____

Accepted by: _____

Sub Total	\$466,733.45
Freight	INCLUDED
Sales Tax	EXEMPT
TOTAL	\$466,733.45

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.