

## **CITY OF OLATHE PRICE AGREEMENT**

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and GALLS, hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs fire uniforms, accessories, and office apparel , 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. The total amount authorized for payment for all orders placed under this agreement is \$525,000. Any order placed under this Agreement beyond the total amount authorized by 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 three (3) year contract with the option to renew for up to (2) additional years upon the 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. 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.

**4. 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.

**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:

\_\_\_\_\_  
City Attorney or Deputy/Assistant City Attorney

**GALLS, LLC**

BY:   
Mike Fadden, Chief Executive Officer  
1340 Russell Cave Rd.  
Lexington, KY 40505



City of Olathe

Procurement Division

PO Box 768

Olathe, KS 66051-0768

## **FIRE UNIFORMS AND ACCESSORIES**

**(RFP 24-0078)**

### **Contract Requirements**

The below-listed requirements are the specific conditions the OFD has deemed contractual mandatory terms. These requirements are terms that were previously outlined and specified in the solicitation, RFP 24-0078, for Fire Uniforms and Accessories. As a condition of award, the selected vendor must not only document their agreement to these terms but also provide a proposal documenting the execution and implementation of all requirements. Upon award, these requirements and the provided proposal will serve as binding documents concurrent with the contract. Failure to uphold and maintain these requirements serves as actionable grounds for the City to terminate the contract.

- Vendor will maintain an 80% on-time delivery fulfillment rate for all orders, except orders delayed for reasons outside of the Vendor's control - shipping delays and manufacturer delays.
- Vendor will notify City appointed point of contact via email when the following instances occur
  - Delivery delays due to shipping
  - Delivery delays due to manufacturer shortage
  - Product shortage due to manufacturer shortage\*
  - Discontinued product\*\*

- Vendor will establish and conduct three (3) meetings annually to review a compiled business report overviewing current needs, sales trends, spend categories, etc. in the months of March, June, and September.
- Vendor will maintain a 30% baseline increase of City identified uniform specific items during the following time-frame: January – March and the entire month of October.

\*All delays due to manufacturer shortage must include documentation originating from the manufacturer to support

\*\* All product discontinued due to manufacturer must include documentation originating from the manufacturer to support

**Exhibit A**  
**Vendor's Proposal**





Customer:	Olathe	Date: 6/6/2024
Rep Name:	David Ellenberger	
Acct #:	1001556608	

Bid Line	Galls Item Number	Manufacturer Item Number	Manufacturer	Description	Bid Price
1	SH101	5262 000 M	EDWARDS GARMENT CO	WOMENS L/S NAVIGATOR SHIRT	\$ 24.28
2	SH1232	L664 TR BLU M	Sanmar Corp.	PORT AUTHORITY LADIES SUPERPRO TWILL S/S SHIRT	\$ 21.31
3	SH3395	LW701 STERLING GRY M	Sanmar Corp.	PORT AUTHORITY LADIES 3/4-SLEEVE TUNIC BLOUSE	\$ 22.04
4	SH3809	LK584 NAV/STEEL GRY L	Sanmar Corp.	PORT AUTHORITY WOMENS SILK TOUCH PERFORMANCE 1/4 ZIP	\$ 14.69
5	SH4431	SH4431 DKNV LG	Qingdao Hellena Fashion Co.,Lt	GALLS PRO L/S TAC FORCE MESH POLO	\$ 11.76
6	SR647	5077 001 M	EDWARDS GARMENT CO	WOMENS LS BUTTON DOWN OXFORD	\$ 19.96
7	SW2198	LK5433 GRY SMK M	Sanmar Corp.	PORT AUTHORITY LADIES CONCEPT 3/4-SLEEVE SOFT SPLIT NECK TOP	\$ 21.31
8	SW656	L545 GRY SMK M	Sanmar Corp.	LADIES CONCEPT CARDIGAN	\$ 22.78
9	SW993	61165-724-M	5.11 Inc.	5.11 WOMENS PERFORMANCE S/S POLO	\$ 34.15
10	JA2624	62417-019-M	5.11 Inc.	WM STRATOS 1/4 ZIP	\$ 46.44
11	JA2651	JA2651 DKNV MD	Qingdao Hellena Fashion Co.,Lt	GALLS WOMENS SOFT SHELL JACKET	\$ 25.47
12	JA2989	F804 GRAPH M	Sanmar Corp.	PORT AUTHORITY SMOOTH FLEECE 1/4-ZIP	\$ 26.47
13	JA2999	L152 NAV M	Sanmar Corp.	PORT AUTHORITY LADIES ACCORD MICROFLEECE VEST	\$ 20.57
14	JA2998	L151 BLK M	Sanmar Corp.	PORT AUTHORITY LADIES ACCORD MICROFLEECE JACKET	\$ 22.04
15	JA3023	OG850 STRIKE BLU M	Sanmar Corp.	OGIO BOLT FULL-ZIP	\$ 44.10
16	JC421	F54290X001M	Propper International Sales	PROPPER SOFTSHELL VEST	\$ 46.66
17	JX041	L325 BLK CHAR HTHR M	Sanmar Corp.	PORT AUTHORITY WOMENS CORE SOFTSHELL VEST	\$ 32.34
18	SM265	LM1008 BLK M	Sanmar Corp.	Port Authority Ladies Concept Stretch Button-Front Cardigan	\$ 19.84
19	SQ352	L807 ESTATE BLU HTHR/CHAR HTHR M	Sanmar Corp.	PORT AUTHORITY LADIES INTERLOCK CARDIGAN	\$ 22.78
20	ST237	JST72 BLK M	Sanmar Corp.	V-NECK RAGLAN WINDSHIRT SANMAR	\$ 19.10
21	ST449	5510 BLK M	A+ CAREER APPAREL	HEAVYWEIGHT FRNT ZIP CARDIGAN SWEATER	\$ 38.09
22	SW2889	MM3020 INSIGNIA BLU M	Sanmar Corp.	MERCER METTLE 1/4-ZIP SWEATER	\$ 33.81

GALLS ITEM NUMBER	MANUFACTURER	UNIFORM DESCRIPTION	PRICE
SH2494	5.11	Men's Company 2.0 Fire Navy Short Sleeve Shirt	\$44.08
SH2495	5.11	Men's Company 2.0 Fire Navy Long Sleeve Shirt	\$46.13
SH2496	5.11	Women's Company 2.0 Fire Navy Short Sleeve Shirt	\$47.15
SH2497	5.11	Women's Company 2.0 Fire Navy Long Sleeve Shirt	\$51.25
TR1671	5.11	Men's Company 2.0 Trousers	\$49.20
TR1673	5.11	Women's Uniform Pants	\$46.13
SW724	5.11	Performance Shirt	\$31.78
SW672	Elbeco	Performance Shirt Short Sleeve	\$32.54
SR585	Elbeco	Performance Shirt Long Sleeve	\$35.88
SW3297	5.11	Job Shirt	\$47.40
JC407	Elbeco	Men's Dress Uniform Blousecoat Single Breasted	\$184.50
JC407	Elbeco	Women's Dress Uniform Blousecoat Single Breasted	\$184.50
TR1637	Elbeco	Men's Dress Uniform Trousers	\$76.88
JC449	Flying Cross	Dress Uniform Blousecoat double breasted DKNV	\$344.75
TR695	Flying Cross	Dress Uniform Trousers Gabardine DKNV	\$103.32
HW3125		Class A Dress Cap – Bell Crown	\$96.35
HW4467	5.11	Uniform hat 5.11Tactical	\$7.41
HW663	FlexFit	Ball Cap	\$11.30
JA2471	5.11	Tactical 3 in 1 Jacket 5.11	\$184.50
LP673	Dutyman	Leather belt - Plain	\$25.08
NP516	5.11	Operator belt 1-3/4" wide 5.11Operator Belt	\$30.49
UA024	Sam Broome	Necktie Velcro neck 18", 20", 22"	\$5.38
FW668	Bates	High Gloss Duty Oxford	\$88.66
TS2006	Gildan	T-Shirt Performance 100% poly Short Sleeve	\$5.64
TS2521	Gildan	T-Shirt Performance 100% poly Long Sleeve	\$26.34
ST291	Sport Tek	Jersey Knit Gym Shorts	\$11.28
JX012A	Elbeco	Shield Softshell Navy	\$93.88
JX012F	Elbeco	Shield Softshell Black	\$93.88
HW1120	Port & Company	Fleece Lined Beanie Cap	\$4.87
TR909	5.11	Pant Stryke #74369	\$63.80
SH885	Elbeco	TexTrop2 Men's Short Sleeve	\$39.08
SH878	Elbeco	TexTrop2 Men's Long Sleeve	\$46.10
TR2999	Vertx	Phantom Men's LT 2.0 Pant Navy	\$56.67
HW557	Rothco	Wool Watch Cap	\$7.69
SH886	Elbeco	TexTrop2 Women's Short Sleeve	\$36.38
SH877	Elbeco	TexTrop2 Women's Long Sleeve	\$39.80
TR3000	Vertx	Phantom Women's LT 2.0 Pant Navy	\$56.67
TU610	Elbeco	TexTrop2 Men's 4 pocket Trouser	\$44.08
TU611	Elbeco	TexTrop2 Women's pocket Trouser	\$44.08
HW088		Twill Flex Fit Hat	\$7.50
LP673	Dutyman	Leather Basketweave belt	\$25.08
ZA1658	Blackinton	Metal Nametag	\$21.44
ZH335D	Blackinton	Serving Since bar	\$19.57
SW993	5.11	Performance polo snag-free	\$53.54
SW993	5.11	Ladies 511 Performance Polo	\$53.54
SH2320A	Red Kap	SS Shirt with Red Screen	\$32.99
SH3439	Flying Cross	Flying Cross SS Men's Station Shirt	\$89.11
SH3441	Flying Cross	Flying Cross LS Men's Station Shirt	\$106.14
SH3442	Flying Cross	Flying Cross LS Ladies Station Shirt	\$106.14
SH3440	Flying Cross	Flying Cross SS Ladies Station Shirt	\$90.23
TR2190	Flying Cross	Flying Cross men's Station Pant	\$131.39
TR2191	Flying Cross	Flying Cross Ladies Station Pant	\$131.39
JA3390	5.11	5.11 Tactical Fleece Jacket	\$82.24
JC6878	Sport Tek	Sport Tek Fleece with Red Screen	\$64.39
N/A	Elbeco	Elbeco Fleece with Red Screen	N/A
TS1257	Port & Company	Core SS T-Shirt with Screen	\$22.94
TS1721	Port & Company	Core LS T-Shirt with Screen	\$9.48

## 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.

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/04/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services LLC</b> <b>312 Elm Street, 24th Floor</b> <b>Cincinnati, OH 45202</b> <b>513 852-6300</b>		<b>CONTACT NAME:</b> Trip Yersky <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> trip.yersky@usi.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> <b>CB General Holdings, LLC; Galls LLC</b> <b>1340 Russell Cave Road</b> <b>Lexington, KY 40505</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : QBE Insurance Corporation</b> <b>INSURER B : General Casualty Company of Wisconsin</b> <b>INSURER C : Praetorian Insurance Company</b> <b>INSURER D : Cincinnati Insurance Company</b> <b>INSURER E : North Pointe Insurance Co</b> <b>INSURER F :</b>	
		<b>NAIC #</b>	
		<b>39217</b>	
		<b>24414</b>	
		<b>37257</b>	
		<b>10677</b>	
		<b>27740</b>	

**COVERAGES****CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			<b>171000318</b>	<b>03/01/2024</b>	<b>03/01/2025</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>E</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			<b>161000042</b>	<b>03/01/2024</b>	<b>03/01/2025</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> RETENTION \$ <b>10000</b>			<b>191000210</b>	<b>03/01/2024</b>	<b>03/01/2025</b>	EACH OCCURRENCE \$ <b>10,000,000</b> AGGREGATE \$ <b>10,000,000</b> \$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	<b>152000028</b>	<b>03/01/2024</b>	<b>03/01/2025</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>D</b>	<b>Excess Liability</b>			<b>EXS0570374</b>	<b>03/01/2024</b>	<b>03/01/2025</b>	<b>\$15,000,000</b>

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

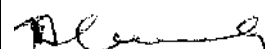
The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the City of Olathe, Kansas only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability policy contains a special endorsement with Primary wording, when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Olathe Procurement  
 Division  
 PO Box 768  
 Olathe, KS 66051

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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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT .....	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



**COMMERCIAL GENERAL LIABILITY  
CG 20 18 12 19**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name(s) Of Person(s) Or Organization(s)	Designation Of Premises
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you, and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.