



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: <i>(name and address)</i> Animal Shelter 1120 E. Sante Fe Street, Olathe, Kansas 66061	AGREEMENT INFORMATION: Date: 22nd day of August 2023	AMENDMENT INFORMATION: Amendment Number: 001 Date:
OWNER: <i>(name and address)</i> City of Olathe, Kansas 100 E. Sante Fe, P.O. Box 768, Olathe, KS 66051-0768	ARCHITECT: <i>(name and address)</i> SFS Architecture 2100 Central Street, Kansas City, MO 64108	

The Owner and Architect amend the Agreement as follows:
Amend the AGREEMENT dated the 22nd day of August in the year 2023 as follows:

for the following Project: [REVISE as follows]

Animal Shelter
1120 E. Santa Fe Street
Olathe, Kansas 66061

This project involves the planning, design, and construction administration of a new animal shelter facility at the project site listed above.

The Construction Manager (if known): [REVISE as follows]

Nabholz Construction
17300 W. 116th Street
Lenexa, Kansas 66219

1.1.2 The Project’s physical characteristics: [REVISE as follows]

The Project will be located at 1120 E. Santa Fe Street, Olathe, Kansas 66061. The site is a former lumber yard, and all existing buildings and paving will need to be demolished as part of this project scope. New facilities will be constructed to house and/or support the municipal animal shelter operation along with exterior green spaces, walking paths, parking, fencing, and other site appurtenances.

1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1: [REVISE as follows]

The Owner’s budget for the Cost of the Work for the construction of the building and all site improvements has been established as thirteen million six hundred seventy-six thousand four hundred eight dollars and no cents (\$13,676,408.00).

1.1.4 The Owner’s anticipated design and construction milestone dates: [REVISE as follows]

.1 Design phase milestone dates, if any:

- Complete Schematic Design on or about March 31st, 2025
- Complete Design Development on or about July 31st, 2025
- Complete Construction Documents on or about December 31st, 2025

.2 Construction commencement date:

Demolition, site utilities, and mass grading may begin as early as March 2025. Full mobilization is anticipated by January 2026. Full construction schedule will be determined at a later date by the Owner and Construction Manager.

.3 Substantial Completion date or dates:

Substantial Completion of the facility for its intended use will be confirmed by the Owner and Construction Manager later and the Agreement with the Construction Manager will be amended as such.

.4 Other milestone dates:

Final Completion is expected to occur within 45 days of the date of Substantial Completion. The actual date or duration will be confirmed by the Owner and Construction Manager and the Agreement with the Construction Manager will be amended as such.

1.1.6 The Owner's requirements for accelerated or fast-tracked design and construction, or phased construction are set forth below: [REVISE as follows]

Multiple bid packages are anticipated as follows:

Demolition of existing structures and impervious surfaces: March 2025

Site Utilities and Mass Grading: April 2025

Site Improvements and Building Construction: December 2025 (contemporaneous with Construction Documents Design Phase listed in 1.1.4.1.)

1.1.8 The Owner identifies the following representative in accordance with Section 5.4: [REVISE as follows]

Jennifer Gerlach, P.E.
Project Advocates (Owner's Representation)
5821 W. 137th Street
Overland Park, Kansas 66223
jennifer@project-advocates.com
913-201-8592

1.1.10 The Owner shall retain the following consultants and contractors: [REVISE as follows]

.1 Construction Manager:

Nabholz Construction

.2 Land Surveyor:

Trekk Design Group
1411 East 104th Street
Kansas City, Missouri 64131

1.1.12.2 Consultants retained under Supplemental Services: [DELETE the following]

Avant Acoustics (AV)
14827 W. 95th St.
Lenexa, KS 66215

4.1.1.27 Security evaluation and planning [REVISE as follows]

Responsibility: Owner

4.1.1.33 Site Surveying [REVISE as follows]

Responsibility: Owner

4.1.1.36 Audio/Video systems design [REVISE as follows]

Responsibility: Owner

4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s Responsibility is provided below. [ADD the following]

Furniture, fixtures, and equipment design (4.1.1.27) will be provided by the Architect in coordination with the Owner’s requirements. The budget for the Owner’s FFE is assumed to be \$1,500,000. Compensation in 11.2 for FFE design is based on 10% of the actual cost of FFE and is a not-to-exceed amount. Should the actual cost be less than this budget, the fee for FFE design will reduce accordingly.

4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below: [ADD the following]

Security Evaluation and Planning (4.1.1.27) will be provided by the Owner’s vendor or internal resources. Pathways, space allocation, and other infrastructure will occur in coordination and collaboration with the Architect’s Basic Services and be reflected in the Work, including specifications of any equipment required by the Owner.

Site Surveying (4.1.1.33) will be provided by Trekk Design Group for the entirety of the site for the purpose of design and resolving any property related legal items.

Audio/Video systems design (4.1.1.36) will be provided by the Owner’s vendor. Detailed coordination for pathways, space allocation, and other infrastructure will occur in coordination and collaboration with the Architect’s Basic Services and be reflected in the Work.

4.2.5 [REVISE as follows] If the services covered by this Agreement have not been completed by April 1st, 2027, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services.

11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows: [REVISE as follows]

Phase 2 Design and Construction Administration – \$1,319,773.00

\$1,319,773.00 is computed at 9.65% of the Owner’s budget for the Cost of the Work established in 1.1.3.

11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows: [REVISE as follows]

Not-to-Exceed Fee of \$160,000.00 as follows:

- 4.1.1.6 Site evaluation and planning Fee included as part of Basic Services
- 4.1.1.22 Telecommunications/data design \$10,000
- 4.1.1.23 Security evaluation and planning \$0 (Provided by Owner)
- 4.1.1.27 Furniture, Fixtures, and Equipment Design 10% of FFE (Not-to-Exceed \$150,000)
- 4.1.1.30 Signage Design Fee included as part of Basic Services
- 4.1.1.33 Site Surveying \$0 (Provided by Owner)

4.1.1.36 Coordination with Owner's AV consultant Fee included as part of Basic Services

11.3 [REVISE as follows] Delete last bullet point in fourth paragraph "Audio/Video systems design"

11.8.1 [REVISE as follows]

.1 Delete paragraph.

.2 Delete paragraph.

.4 Delete paragraph.

.5 Delete paragraph.

11.8.2 [DELETE the following]

A budget of Ten Thousand Five Hundred dollars and 00/100 (\$10,500) is established for reimbursable expenses.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Refer to above

Schedule Adjustment:

Refer to above

SIGNATURES:

SFS Architecture

ARCHITECT (*Firm name*)



SIGNATURE

Brian Garvey, AIA, DBIA, LEED

AP

PRINTED NAME AND TITLE

3/11/2025

DATE

OWNER (*Firm name*)

SIGNATURE

PRINTED NAME AND TITLE

DATE