

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Project Advocates, LLC, hereinafter "Consultant" (collectively, the "Parties").

City is in need of certain services in the field of project management for particular projects (the "Project") identified in **Exhibit A**, attached hereto and incorporated herein by reference.

Consultant has expertise in project management and activities related to the Project as described in **Exhibit B** attached hereto and incorporated by reference.

City contracts with Consultant for the performing of project management services in connection with the Project, as described herein, in consideration of these premise and of the mutual covenants herein set forth. By executing this Agreement, Consultant represents to City that Consultant is qualified to provide the services required for this Project.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms will have the following meanings unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words will have a meaning parallel thereto.

"Additional Services" means services in addition to those listed in **Exhibit B**.

"City" means the City of Olathe, Kansas, a municipal corporation duly organized under the laws of the State of Kansas, its employees, appointees, and officers.

"Consultant" means the company or individual identified above, herein, and its affiliates, subsidiaries, employees, agents, and assigns.

"Contract Documents" means those documents so identified in this Agreement.

"Consultant Documents" means all documents required or reasonably implied by the nature of the scope of services to be performed by Consultant hereunder, including, but not limited to, plans, specifications, drawings, tracings, designs, calculations, sketches, models and reports.

"Professional Services" means the professional services, labor, materials, supplies, testing, surveying, title work, inspection, if applicable, and all other acts, duties, and services required of Consultant under this Agreement including any Additional Services.

"Project" is as above described.

"Project Manager" means the person employed and designated by City to act as the City's representative for the Project.

SECTION II - COMPENSATION

A. FEES & EXPENSES

1. Total Fee: City agrees to pay Consultant an amount not to exceed One Million Eighty Five Thousand dollars (\$1,085,000), inclusive of customary reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement, including **Exhibit B** attached hereto and incorporated by reference, and will be billed by Consultant based on the percentage of work complete. All bills will be submitted to City monthly as provided herein.
2. Reimbursable Expenses: The fee indicated above includes Consultant's anticipated customary reimbursable expenses, including but not limited to (a) expense of transportation in connection with the Project; (b) long-distance communications; (c) expenses of printing and reproductions; and (d) postage and facsimile transmissions. Other significant and non-customary expenses authorized by City in writing as set forth herein will be reimbursed at cost plus 15%.

B. SERVICES BEYOND THE SCOPE OF SERVICES

1. Change in Scope: For substantial modifications in authorized Project scope, when requested by City and through no fault of Consultant, Consultant will be compensated for time and expense related to changes in Project scope at Consultant's standard hourly rates per **Exhibit C**; provided, however, that any increase in fee or extension of time for Consultant to complete the services must be approved by City in writing.
2. Additional Services: Consultant will provide Additional Services authorized by a supplemental agreement executed in writing by the Parties. Prior to commencing any Additional Services, Consultant must submit a proposal outlining the Additional Services to be provided, estimation of total hours, completion date, and a maximum fee based upon the hourly rate schedule attached hereto as **Exhibit C**. Such Additional Services may include, but are not limited to, making computations and determinations of special assessments, making special trips requested by City other than those required by Section III, preparing changes in plans ordered by City or made necessary by causes beyond the control of Consultant, providing services necessitated in the event the Professional Services are suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by Consultant, and providing any other special services not otherwise covered by this Agreement which may be requested by City to complete the Project. Payment to Consultant as compensation for Additional Services will be in accordance with the hourly rate schedule attached as **Exhibit C**.

3. Special Services: Consultant may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. If Consultant is requested, in writing, by City, to appear as a witness, it will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as **Exhibit C**. Consultant will not be paid extra by City if Consultant's appearance is to defend its Professional Services.

C. BILLING & PAYMENT

1. Billing: Consultant may bill City monthly for completed Professional Services, including reimbursable expenses. The bill submitted by Consultant must itemize the Professional Services and reimbursable expenses for which payment is requested. City agrees to pay Consultant within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy.
2. City's Right to Withhold Payment: In the event City becomes credibly informed that any representations of Consultant provided in its monthly billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Consultant until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact will be made known to Consultant immediately. Consultant will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City will be paid to Consultant in accordance with the contract payment procedures.
3. Progress Reports: A progress report must be submitted with each monthly pay request indicating the percentage of Professional Services completed to date. This report will serve as support for payment to Consultant.

D. SCHEDULE

City's preliminary schedules for each project is included in **Exhibit A**. Consultant's schedules for services identified in **Exhibit B** and is based upon the City's preliminary schedules provided in **Exhibit A**. City and Consultant recognize the schedule for completion of the services of this agreement is dependent upon the overall schedule for design, construction, and close-out of each project.

SECTION III - RESPONSIBILITIES OF CONSULTANT

Consultant will perform the Professional Services required for the execution of the Project as described in **Exhibit B**.

A. GENERAL DUTIES AND RESPONSIBILITIES

1. Personnel: Consultant will assign only qualified personnel to perform any service concerning the Project as identified in Consultant's response to the Request for Proposals.

At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Project: Radd Way. As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, such individual will perform the function of principal on this Project.

2. Service By and Payment to Others: Any services authorized in writing by City and performed by any party other than Consultant or its subcontractors (a "Third Party") in connection with the proposed Project will be contracted for and paid for by City. In addition to payments for the Third Party's professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other services required or requested by City or Consultant which are not defined within the scope of services of Consultant as set forth herein. Fees for such extra services will be subject to negotiation between City and the Third Party. Fees will be approved by City in writing prior to the execution of any extra services. Although Consultant may assist City in procuring such services of Third Parties, Consultant will in no way be liable to either City or such Third Parties in any manner whatsoever for such services or for payment thereof.
3. Subcontracting or Assignment of Services: Consultant may not subcontract or assign any of the Professional Services to be performed under this Agreement without first obtaining the written approval of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Consultant from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement will maintain throughout the duration of the Agreement, insurance as provided in Section V.D.2. herein, and will additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 per claim and in the aggregate and provide City with an insurance certificate showing the insurance limits provided by Consultant's subconsultant. Any services completed by a City-approved subcontractor of Consultant pursuant to this Agreement may not be increased more than ten percent (10%) over the actual cost of the services.
4. Inspection of Documents: Consultant must maintain all Project records for inspection by City at reasonable times and places upon written request during the contract period and for three (3) years from the date of final payment.
5. Standard of Care: Consultant will exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily possessed and exercised by a professional under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the Professional Services necessary to correct errors and omissions which are caused by Consultant's negligence.

SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES

A. COMMUNICATION

City will provide to Consultant information and criteria regarding City's requirements for the Project; examine and timely respond to Consultant's submissions; and give written notice to Consultant, who will respond promptly, whenever City observes or otherwise becomes aware of any defect in the Professional Services.

B. DUTIES

City will perform the various duties and services in all phases of the Project which are outlined and designated in **Exhibit B** as City's responsibility.

C. PROGRAM AND BUDGET

City will provide all relevant information reasonably required for Consultant to perform its obligations herein, including but not limited to City's objectives, schedule, constraints, budget with reasonable contingencies, and other necessary design criteria for the Project.

D. ADMINISTRATIVE SERVICES

City will furnish all City-related legal, accounting, insurance and audit services as may be necessary at any time for completion of the Project. However, in no event will any City-related legal, accounting, insurance and or audit services be provided on behalf of Consultant, nor will Consultant serve any other role than as an independent contractor of City.

E. PROJECT REPRESENTATIVE

City will designate a Project Manager to represent City in coordinating this Project with Consultant. The City's Project Manager will have the authority to transmit instructions and decisions of City.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. **Notice:** City reserves the right to terminate this Agreement for either cause (due to Consultant's failure to substantially perform its obligations hereunder) or for its convenience and without cause or default on the part of Consultant, by providing fifteen (15) days' written notice of such termination to Consultant. Upon receipt of such notice from City, Consultant will, at City's option as contained in the notice: (1) immediately cease all Professional Services; or (2) meet with City and, subject to City's approval, determine what Professional Services will be required of Consultant in order to bring the

Project to a reasonable termination in accordance with the request of City. Consultant will also provide to City copies of all drawings and documents completed or partially completed at the date of termination for which Consultant has been fully paid. If City defaults on its obligations under this Agreement, (due to City's failure to substantially perform its obligations under this Agreement), Consultant must notify City by written notice of its intent to terminate and City will have fifteen (15) days from the date of the notice to cure or to submit a plan for cure acceptable to Consultant. In no event may Consultant terminate the contract solely for its convenience without cause.

Address for Notice:

City of Olathe
Attn: Zach Hardy
100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768

Project Advocates, LLC
Attn: Radd Way
5821 W. 137th Street
Overland Park, KS 66223

2. Compensation for Convenience Termination: If City terminates for its convenience as provided herein, City will compensate Consultant for all Professional Services completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice and any additional Professional Services and reimbursable expenses requested by City to bring the Project to reasonable termination. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.
3. Compensation for Cause Termination: If City terminates for cause or default on the part of Consultant, City will compensate Consultant for the reasonable cost of Professional Services and reimbursable expenses completed and accepted to date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consultant including but not limited to its rights to sue for damages, interest and attorney fees.
4. Incomplete Documents: Neither Consultant nor its subcontractors will be responsible for errors or omissions in documents which are incomplete because of an early termination under this Section, or Consultant having been deprived of the opportunity to complete such documents and prepare them to be ready for construction.
5. Termination for Lack of Funds: If, for whatever reason, adequate funding is not made available to City to support or justify continuation of the level of Professional Services to be provided by Consultant under this Agreement, City may terminate or reduce the amount of Professional Services to be provided by Consultant under this Agreement. In such event, City will notify Consultant in writing at least thirty (30) days in advance of such termination or reduction of Professional Services for lack of funds.

B. DISPUTE RESOLUTION

City and Consultant agree that disputes relative to the Project will first be addressed by negotiations between the Parties. If direct 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; provided, however, that notwithstanding any such dispute, Consultant will proceed with the Professional Services as per this Agreement as if no dispute existed, and City will continue to make payment for Consultant's completed Professional Services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

C. OWNERSHIP OF CONSULTANT DOCUMENTS

Consultant will provide City a copy of all final Consultant Documents, including but not limited to prints, reproductions, reports, plans, specifications and related documents, which will become the property of City, provided that Consultant's copyrighted instruments will remain in the ownership of Consultant if Consultant, at Consultant's sole discretion, may so identify them by appropriate markings. If Consultant is paid in full for its Professional Services, then City may subsequently reuse these final documents without any additional compensation or agreement of Consultant. However, such reuse without written verification or adaptation by Consultant for the specific purpose intended by City will be at City's sole risk and without liability or legal exposure to Consultant. City does not take any responsibility for the reuse of documents by others.

D. INSURANCE

1. General: Consultant will maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts as required in **Exhibit D (City of Olathe Insurance Requirements)**. Professional Liability may be written on a "claims made" basis. Consultant will provide certificates of insurance and renewals thereof on forms acceptable to City (**Exhibit E – Certificate of Insurance**). Consultant is required to promptly notify City of a material change or cancellation of any policy listed on the Certificate.
2. Subcontractor's Insurance: If a part of the Professional Services under this Agreement is to be sublet, Consultant will either (a) cover all subcontractors in its insurance policies, or (b) require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss in the minimum amounts designated herein. If Consultant selects option (b), then Consultant agrees to provide the City's Risk Manager a certificate of insurance acceptable to the Risk Manager at least seven (7) days prior to allowing the subcontractor to perform any services on this Project. Consultant agrees that any subcontractor providing services on said Project without providing a certificate of insurance acceptable to the City's Risk Manager will immediately cease all services on said Project and will assume all financial risk associated with such failure thereto.

E. INDEMNITY

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.
2. Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors. Neither acceptance of completed work nor payment therefor nor termination or expiration of this Agreement releases Consultant of its obligations under this paragraph.
3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section V.E.2 will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.
4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. Negligence by the City: Consultant is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

F. AFFIRMATIVE ACTION/OTHER LAWS

1. Kansas Act Against Discrimination: During the performance of this Agreement, Consultant agrees that:
 - a. Consultant 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,

gender, disability, national origin, ancestry, or age;

- b. in all solicitations or advertisements for employees, Consultant will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
 - c. if Consultant fails to comply with the way Consultant reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant 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 Consultant is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Consultant 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. Consultant 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.
2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Consultant if (a) Consultant employs fewer than four (4) employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.
3. Kansas Age Discrimination in Employment Act: Consultant further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
4. Kansas Fairness in Public Construction Contract Act: The Parties agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

G. 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 and accepted by both Parties to this Agreement.

H. APPLICABLE LAW, JURISDICTION, AND 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.

I. NO THIRD-PARTY BENEFICIARIES

Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

J. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and not an agent or employee of City.

K. COVENANT AGAINST CONTINGENT FEES

Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this representation, City may terminate this Agreement without liability or may, in its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

L. NO SOLICITATION TO HIRE CITY EMPLOYEES

1. No Solicitation to Hire: Except as otherwise provided in this section, during the term of this Agreement and for one year after the Agreement's expiration or termination, Consultant must not solicit to hire and then hire, or solicit to contract with and then contract with, any of the City's current employees involved with the oversight or implementation of this Agreement, including but not limited to the Project Manager.
2. No Restriction on City Employees: The foregoing restrictions shall not prevent City employees from affirmatively seeking employment elsewhere.
3. Liquidated Damages: The Parties agree that in the event of a breach of this provision that damages would be uncertain and difficult to accurately estimate. Therefore, if Consultant breaches this provision, Consultant agrees to pay City liquidated damages to the City equal to the annual salary of the applicable employee hired by or contracting with Consultant.

M. COMPLIANCE WITH LAWS

Consultant will abide by all applicable federal, state and local laws, ordinances and regulations applicable to the performance of Professional Services at the time the Professional Services are performed. Consultant will secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of the obligations under this Agreement and will provide City a copy of its certificate of good standing to conduct business in the State of Kansas with this Agreement (**Exhibit F**).

N. 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.

O. TITLES, SUBHEADS AND CAPITALIZATION

Titles and subheadings as used herein are provided only as a matter of convenience and will have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals has no legal bearing on the interpretation of such terms.

P. SEVERABILITY CLAUSE

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.

Q. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

If any ambiguity, inconsistency or conflict arises in the interpretation of this Agreement, the same will be resolved by reference first to the terms and conditions of this Agreement, and any exhibits attached hereto or incorporated by reference as noted below. In the event of any conflict or inconsistency between this Agreement and its exhibits, the following hierarchy of interpretation will apply:

1. This Agreement;
2. Scope of Services (Exhibit B);
3. City's Request for Proposals/Request for Qualifications (incorporated by reference);
4. Consultant's Response to RFP/RFQ (incorporated by reference).

[The remainder of this page is intentionally left blank.]

R. EXECUTION OF CONTRACT

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

PROJECT ADVOCATES, LLC


By:  _____
Radd Way, Principal
5821 W. 137th Street
Overland Park, KS 66223

EXHIBIT B
Scope of Services and Fee



This Scope of Services dated May 20, 2024 defines the services, rates, and terms agreed to execute Contracted Project Management Services consulting services as assigned by and between the Owner ***The City of Olathe, Kansas*** located at 100 E Santa Fe St, Olathe, KS 66061, and ***Project Advocates, LLC (PA)*** located at 5821 W. 137th St., Overland Park, KS 66223. ***The project is the new Fire Station #9.***

Services to perform include those listed in the City's Request for Proposals/Request for Qualifications. All scopes and fees include reimbursable costs of local travel, misc., and meals. Any significant reimbursable expenses require Owner's prior approval.

Further scope details are as follows:

Design Management, Procurement

Services: Jun '24 - Dec '24

Lump Sum: \$86,747

Approximately: 13 hours/week average

It is understood site selection and due diligence are complete and the project is currently in the Schematic Design phase. A CMr has been selected and is under contract for preconstruction services.

Project Advocates' services include management of project planning and design in close collaboration with City project stakeholders and design consultants, team meeting coordination, project scheduling and planning, logistics, communications with necessary City staff, technology implementation oversight, constructability review, and procurement of additional third-party contracts. Also includes development and management of project budgets with continued oversight and documentation of expenditures throughout duration of project. Includes FF&E identification, evaluation and selection with design team, scheduling, and initial procurement and coordination.

Construction Oversight

Services: Jan '25 - Jan '26

Lump Sum: \$118,603

Approximately: 9 hours/week average

Project Advocates' services include permit application oversight, review of CMr trade partner selection and GMP, attendance at regularly scheduled OAC and other team meetings, schedule management, budget oversight, safety, and overall contractor management. Close oversight on construction progress and quality control, processing of pay applications and invoices (payments by Owner), change management and review of change orders, contract amendments, with cost and schedule reporting and communication to all project Stakeholders.

Activation, Occupancy and Closeout

Services: Feb '26 - May '26

Lump Sum: \$54,650

Approximately: 13 hours/week average

Project Advocates' services include final pay application and invoice processing, oversight of final change orders, and budget management. Review and coordination of project manuals, as-built documents, warranties, lien waivers and final completion documents. Owner FF&E identification, procurement and contracts, and installation oversight.

Total Fire Station #9

Services: June '24 - May '26

Lump Sum: \$260,000

Fire Station #9							Hourly Rates:					2024	2025	2026	2027	2028																					
							Principal	Partner Adv.	Project Adv.	Support	Total	Principal	Partner Adv.	Project Adv.	Support	Total	Avg \$/Hr																				
<table border="1"> <thead> <tr> <th>Schedule:</th> <th>Start</th> <th>Complete</th> <th>Months</th> <th>Weeks</th> </tr> </thead> <tbody> <tr> <td>Due Dilig, Initiation</td> <td></td> <td></td> <td></td> <td>0</td> </tr> <tr> <td>Dsgn Mngmt/Prcmnt</td> <td>6/1/2024</td> <td>12/31/2024</td> <td>7</td> <td>30</td> </tr> <tr> <td>Construction</td> <td>1/1/2025</td> <td>1/31/2026</td> <td>13</td> <td>56</td> </tr> <tr> <td>Activation, Close-out</td> <td>2/1/2026</td> <td>5/31/2026</td> <td>4</td> <td>17</td> </tr> </tbody> </table>							Schedule:	Start	Complete	Months	Weeks	Due Dilig, Initiation				0	Dsgn Mngmt/Prcmnt	6/1/2024	12/31/2024	7	30	Construction	1/1/2025	1/31/2026	13	56	Activation, Close-out	2/1/2026	5/31/2026	4	17	Principal	\$245	\$257	\$270	\$284	\$298
Schedule:	Start	Complete	Months	Weeks																																	
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Construction	1/1/2025	1/31/2026	13	56																																	
Activation, Close-out	2/1/2026	5/31/2026	4	17																																	
							Partner Adv.	\$220	\$231	\$243	\$255	\$267																									
							Project Adv.	\$195	\$205	\$215	\$226	\$237																									
							Support	\$185	\$194	\$204	\$214	\$225																									
Activity	Duration		Manhours				Total Hours	Reimbursables																													
	Wks	Mos	Principal	Partner Adv.	Project Adv.	Support			Principal	Partner Adv.	Project Adv.	Support	Total	Avg \$/Hr																							
Due Diligence, Initiation (Complete)	0	0.0 May '23 - May '24	0	0	0	0	0	included	\$0	\$0	\$0	\$0	\$0	\$0	\$0																						
Design Management/Procurement (Permit/bid/award included)	30	7.0 Jun '24 - Dec '24	45	303	45	0	394	included	\$11,147	\$66,728	\$8,872	\$0	\$86,747	\$220																							
Construction Oversight	56	13.0 Jan '25 - Jan '26	84	338	84	0	507	included	\$21,736	\$79,567	\$17,300	\$0	\$118,603	\$234																							
Activation/Occupancy/Closeout	17	4.0 Feb '26 - May '26	26	173	26	0	225	included	\$7,022	\$42,039	\$5,589	\$0	\$54,650	\$243																							
TOTAL	104	June '24 - May '26 24.0	156	815	156	0	1,127	included	\$39,905	\$188,334	\$31,761	\$0	\$260,000	\$231																							
							Project Budget	\$14,900,000	% Project Budg			1.7%																									
Hours			156	815	156	0	1,127																														
FTE's			0.04	0.20	0.04	0.00	0.27																														



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Services to perform include those listed in the City's Request for Proposals/Request for Qualifications. All scopes and fees include reimbursable costs of local travel, misc., and meals. Any significant reimbursable expenses require Owner's prior approval.

Further scope details are as follows:

Design Management, Procurement

Services: Jun '24 - May '25

Lump Sum: \$148,709

Approximately: 13 hours/week average

It is understood site selection and due diligence are complete and the project is currently in the Programming phase. A CMr has been selected and is under contract for preconstruction services.

Project Advocates' services include management of project planning and design in close collaboration with City project stakeholders and design consultants, team meeting coordination, project scheduling and planning, logistics, communications with necessary City staff, technology implementation oversight, constructability review, and procurement of additional third-party contracts. Also includes development and management of project budgets with continued oversight and documentation of expenditures throughout duration of project. Includes FF&E identification, evaluation and selection with design team, scheduling, and initial procurement and coordination.

Construction Oversight

Services: Aug '26 - Jan '28

Lump Sum: \$179,040

Approximately: 9 hours/week average

Project Advocates' services include permit application oversight, review of CMr trade partner selection and GMP, attendance at regularly scheduled OAC and other team meetings, schedule management, budget oversight, safety, and overall contractor management. Close oversight on construction progress and quality control, processing of pay applications and invoices (payments by Owner), change management and review of change orders, contract amendments, with cost and schedule reporting and communication to all project Stakeholders.

Activation, Occupancy and Closeout

Services: Feb '28 - May '28

Lump Sum: \$60,252

Approximately: 13 hours/week average

Project Advocates' services include final pay application and invoice processing, oversight of final change orders, and budget management. Review and coordination of project manuals, as-built documents, warranties, lien waivers and final completion documents. Owner FF&E identification, procurement and contracts, and installation oversight.

Total Fire Station #1

Services: June '24 - May '28

Lump Sum: \$388,000

Fire Station #1							Hourly Rates:					2024	2025	2026	2027	2028																														
							Principal	Partner Adv.	Project Adv.	Support	Reimbursables	Principal	Partner Adv.	Project Adv.	Support	Total	Avg \$/Hr																													
<table border="1"> <thead> <tr> <th>Schedule:</th> <th>Start</th> <th>Complete</th> <th>Months</th> <th>Weeks</th> </tr> </thead> <tbody> <tr> <td>Due Dilig, Initiation</td> <td></td> <td></td> <td></td> <td>0</td> </tr> <tr> <td>Dsgn Mngmt/Prcmnt</td> <td>6/1/2024</td> <td>5/31/2025</td> <td>12</td> <td>52</td> </tr> <tr> <td>Construction</td> <td>8/1/2026</td> <td>1/31/2028</td> <td>18</td> <td>78</td> </tr> <tr> <td>Activation, Close-out</td> <td>2/1/2028</td> <td>5/31/2028</td> <td>4</td> <td>17</td> </tr> </tbody> </table>							Schedule:	Start	Complete	Months	Weeks	Due Dilig, Initiation				0	Dsgn Mngmt/Prcmnt	6/1/2024	5/31/2025	12	52	Construction	8/1/2026	1/31/2028	18	78	Activation, Close-out	2/1/2028	5/31/2028	4	17															
Schedule:	Start	Complete	Months	Weeks																																										
Due Dilig, Initiation				0																																										
Dsgn Mngmt/Prcmnt	6/1/2024	5/31/2025	12	52																																										
Construction	8/1/2026	1/31/2028	18	78																																										
Activation, Close-out	2/1/2028	5/31/2028	4	17																																										
Activity	Duration		Manhours				Total Hours	Reimbursables	Principal	Partner Adv.	Project Adv.	Support	Total	Avg \$/Hr																																
	Wks	Mos	Principal	Partner Adv.	Project Adv.	Support																																								
Due Diligence, Initiation (in programming phase)	0	0.0 Apr '24 - May '24	0	0	0	0	0	included	\$0	\$0	\$0	\$0	\$0	\$0																																
Design Management/Procurement	52	12.0 Jun '24 - May '25	78	520	78	0	676	included	\$19,109	\$114,391	\$15,209	\$0	\$148,709	\$220																																
Construction Oversight (Permit/bid/award included)	78	18.0 Aug '26 - Jan '28	117	468	117	0	702	included	\$33,181	\$119,450	\$26,409	\$0	\$179,040	\$255																																
Activation/Occupancy/Closeout	17	4.0 Feb '28 - May '28	26	173	26	0	225	included	\$7,742	\$46,348	\$6,162	\$0	\$60,252	\$267																																
TOTAL	147	34.0 June '24 - May '28	221	1,161	221	0	1,603	included	\$60,031	\$280,189	\$47,780	\$0	\$388,000	\$242																																
							Project Budget	\$25,000,000	% Project Budg				1.6%																																	
Hours			221	1,161	221	0	1,603																																							
FTE's			0.04	0.20	0.04	0.00	0.27																																							



This Scope of Services dated May 20, 2024 defines the services, rates, and terms agreed to execute Contracted Project Management Services consulting services as assigned by and between the Owner ***The City of Olathe, Kansas*** located at 100 E Santa Fe St, Olathe, KS 66061, and ***Project Advocates, LLC (PA)*** located at 5821 W. 137th St., Overland Park, KS 66223. ***The project is the expansion of Fire Station #2.***

Services to perform include those listed in the City's Request for Proposals/Request for Qualifications. All scopes and fees include reimbursable costs of local travel, misc., and meals. Any significant reimbursable expenses require Owner's prior approval.

Further scope details are as follows:

Construction Oversight_

Services: Jun '24 - Jan '25

Lump Sum: \$68,979

Approximately: 9 hours/week average

It is understood due diligence and design documents are complete and the project is currently preparing the GMP. A CMr has been selected and is under contract for preconstruction services.

Project Advocates' services include permit application oversight, review of CMr trade partner selection and GMP, attendance at regularly scheduled OAC and other team meetings, schedule management, budget oversight, safety, and overall contractor management. Close oversight on construction progress and quality control, processing of pay applications and invoices (payments by Owner), change management and review of change orders, contract amendments, with cost and schedule reporting and communication to all project Stakeholders.

Activation, Occupancy and Closeout_

Services: Feb '25 - Apr '25

Lump Sum: \$23,021

Approximately: 8 hours/week average

Project Advocates' services include final pay application and invoice processing, oversight of final change orders, and budget management. Review and coordination of project manuals, as-built documents, warranties, lien waivers and final completion documents. Owner FF&E identification, procurement and contracts, and installation oversight.

Total Fire Station #2

Services: June '24 - Apr '25

Lump Sum: \$92,000

Activity		Duration		Manhours				Total Hours	Reimbursables	Hourly Rates:					Avg \$/Hr	
		Wks	Mos	Principal	Partner Adv.	Project Adv.	Support			2024	2025	2026	2027	2028		
Due Diligence, Initiation		0	0.0	0	0	0	0	0	included	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Design Management/Procurement		0	0.0 Feb '24 - May '24	0	0	0	0	0	included	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction Oversight (Permit/bid/award included)		35	8.0 Jun '24 - Jan '25	52	208	52	0	312	included	\$12,739	\$46,100	\$10,139	\$0	\$68,979	\$221	
Activation/Occupancy/Closeout		13	3.0 Feb '25 - Apr '25	19	61	19	0	100	included	\$5,016	\$14,013	\$3,992	\$0	\$23,021	\$231	
TOTAL		48	11.0 June '24 - Apr '25	71	269	71	0	412	included	\$17,755	\$60,113	\$14,132	\$0	\$92,000	\$223	
									Project Budget	\$1,350,000		% Project Budg		6.8%		
				Hours	71	269	71	0	412							
				FTE's	0.04	0.14	0.04	0.00	0.22							

Schedule:	Start	Complete	Months	Weeks
Due Dilig, Initiation			0	0
Dsgn Mngmt/Prcmnt			0	0
Construction	6/1/2024	1/31/2025	8	35
Activation, Close-out	2/1/2025	4/30/2025	3	13

Hourly Rates:	2024	2025	2026	2027	2028
Principal	\$245	\$257	\$270	\$284	\$298
Partner Adv.	\$220	\$231	\$243	\$255	\$267
Project Adv.	\$195	\$205	\$215	\$226	\$237
Support	\$185	\$194	\$204	\$214	\$225



This Scope of Services dated May 20, 2024 defines the services, rates, and terms agreed to execute Contracted Project Management Services consulting services as assigned by and between the Owner ***The City of Olathe, Kansas*** located at 100 E Santa Fe St, Olathe, KS 66061, and ***Project Advocates, LLC (PA)*** located at 5821 W. 137th St., Overland Park, KS 66223. ***The project is the new Animal Shelter.***

Services to perform include those listed in the City's Request for Proposals/Request for Qualifications. All scopes and fees include reimbursable costs of local travel, misc., and meals. Any significant reimbursable expenses require Owner's prior approval.

Further scope details are as follows:

Due Diligence, Initiation

Services: Jun '24 - Jun '24

Lump Sum: \$3,921

Approximately: 4 hours/week average

It is understood site selection is underway and due to be completed early summer 2024. Due diligence management will be required. A Design team and CMr have been selected and are under contract.

Project Advocates' services include procurement of due diligence services and consultants, review of reports and results, coordination of due diligence with design and construction teams.

Design Management, Procurement

Services: Jul '24 - Jul '25

Lump Sum: \$161,101

Approximately: 13 hours/week average

Project Advocates' services include management of project planning and design in close collaboration with City project stakeholders and design consultants, team meeting coordination, project scheduling and planning, logistics, communications with necessary City staff, technology implementation oversight, constructability review, and procurement of additional third-party contracts. Also includes development and management of project budgets with continued oversight and documentation of expenditures throughout duration of project. Includes FF&E identification, evaluation and selection with design team, scheduling, and initial procurement and coordination.

Construction Oversight

Services: Aug '25 - Aug '26

Lump Sum: \$125,327

Approximately: 9 hours/week average

Project Advocates' services include permit application oversight, review of CMr trade partner selection and GMP, attendance at regularly scheduled OAC and other team meetings, schedule management, budget oversight, safety, and overall contractor management. Close oversight on construction progress and quality control, processing of pay applications and invoices (payments by Owner), change management and review of change orders, contract amendments, with cost and schedule reporting and communication to all project Stakeholders.

Activation, Occupancy and Closeout

Services: Sep '26 - Dec '26

Lump Sum: \$54,650

Approximately: 13 hours/week average



PROJECT ADVOCATES

Your Project. Our Passion.

SCOPE of SERVICES

Project Advocates' services include final pay application and invoice processing, oversight of final change orders, and budget management. Review and coordination of project manuals, as-built documents, warranties, lien waivers and final completion documents. Owner FF&E identification, procurement and contracts, and installation oversight.

Total Animal Shelter

Services: June '24 - Dec '26

Lump Sum: \$345,000

Animal Shelter							Hourly Rates:					2024	2025	2026	2027	2028																					
							Principal	Partner Adv.	Project Adv.	Support	Reimbursables	Principal	Partner Adv.	Project Adv.	Support	Total	Avg \$/Hr																				
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Schedule:	Start	Complete	Months	Weeks																																	
Due Dilig. Initiation	11/1/2023	6/30/2024	1	4																																	
Dsgn Mngmt/Prcmnt	7/1/2024	7/31/2025	13	56																																	
Construction	8/1/2025	8/31/2026	13	56																																	
Activation, Close-out	9/1/2026	12/31/2026	4	17																																	
							Partner Adv.	\$220	\$231	\$243	\$255	\$267																									
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Activity	Duration		Manhours				Total Hours	Reimbursables					Total	Avg \$/Hr																							
	Wks	Mos	Principal	Partner Adv.	Project Adv.	Support			Principal	Partner Adv.	Project Adv.	Support																									
Due Diligence, Initiation (in programming phase)	4	1.0 Jun '24 - Jun '24	4	13	0	0	17	included	\$1,062	\$2,860	\$0	\$0	\$3,921	\$0																							
Design Management/Procurement (Permit/bid/award included)	56	13.0 Jul '24 - Jul '25	84	563	84	0	732	included	\$20,701	\$123,924	\$16,476	\$0	\$161,101	\$220																							
Construction Oversight	56	13.0 Aug '25 - Aug '26	84	338	84	0	507	included	\$22,823	\$84,340	\$18,165	\$0	\$125,327	\$247																							
Activation/Occupancy/Closeout	17	4.0 Sep '26 - Dec '26	26	173	26	0	225	included	\$7,022	\$42,039	\$5,589	\$0	\$54,650	\$243																							
TOTAL	134	31.0 June '24 - Dec '26	199	1,088	195	0	1,482	included	\$51,608	\$253,162	\$40,231	\$0	\$345,000	\$233																							
							Project Budget	\$12,000,000	TBD	% Project Budg			2.9%																								
Hours			199	1,088	195	0	1,482																														
FTE's			0.04	0.20	0.04	0.00	0.28																														

EXHIBIT C
Consultant Hourly Rate Schedule

Exhibit C
Consultant Hourly Rate Schedule



Project Advocates Hourly rate schedule for 2024 through 2028 is as follows:

Hourly Rates:	2024	2025	2026	2027	2028
Principal	\$245	\$257	\$270	\$284	\$298
Partner Adv.	\$220	\$231	\$243	\$255	\$267
Project Adv.	\$195	\$205	\$215	\$226	\$237
Support	\$185	\$194	\$204	\$214	\$225

*Hourly rates include local reimbursables.

EXHIBIT D
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.

EXHIBIT E
Certificate of Insurance

This page has been left blank intentionally.



EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 6D4-77-12---24

PROJECT ADVOCATES, LLC

EFF DATE: 09/02/23

EXP DATE: 09/02/24

GENERAL LIABILITY POLICY
DECLARATIONS

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*CG0001	04-13	COMMERCIAL GEN LIABILITY COV FORM	
*CG0103	06-06	TX CHGS-CONDITIONS REQUIRING NOTICE	
*CG0109	11-85	KS & OK CHANGES - TRANSFER OF RIGHTS	
*CG0435	12-07	EMPLOYEE BENEFITS LIABILITY COVERAGE	
		EACH EMPLOYEE	\$ 1,000,000
		AGGREGATE	\$ 2,000,000
		DEDUCTIBLE EACH EMPLOYEE	\$ 1,000
		RETROACTIVE DATE	09/02/2016
*CG2106	05-14	EXCL-ACCESS/DISCL OF CONFID/PERSONAL	
*CG2147	12-07	EXCL-EMPLOYMENT RELATED PRACTICES	
*CG2167	12-04	FUNGI OR BACTERIA EXCLUSION	
*CG2170	01-15	CAP/LOSSES FROM CERT ACTS/TERRORISM	
*CG2176	01-15	EXCL PUNITIVE DMGS ACTS OF TERRORISM	
*CG2274	10-01	LTD CONTRACTUAL LIAB COV-PERS & ADV DESIGNATED CONTRACT OR AGREEMENT ANY CONTRACT	
*CG2639	12-07	TX CHANGES - EMPL RELATED PRACT EXCL	
*CG7001A	10-12	GENERAL LIABILITY SCHEDULE	
*CG7003	10-13	GL QUICK REFERENCE (OCCURRENCE)	
*CG7105	07-14	EXT OF THE DEFINITION OF INSURED	
*CG7193.1	10-13	AI-OWN/LESS/CONTR - INCL COMP OPS NAME: ANY OR ALL PERSONS OR ORGANIZATIONS SUBJECT TO A WRITTEN CONTRACT REQUIRING SUCH AN ADDITIONAL INSURED AGREEMENT.	
*CG7429	11-98	AMEND - AGGREGATE LIMIT PER PROJECT	
*CG7522	05-15	EXCLUSION - DESIGNATED WORK	
*CG7578	02-19	GENERAL LIABILITY ELITE EXTENSION	
*CG7578.3	02-19	TX-GENERAL LIABILITY ELITE EXTENSION	
*CG7627	03-09	AMENDMENT OF EMPL BENEFITS PROGRAM DESCRIPTION OF OTHER SIMILAR BENEFITS NONE	
*CG7644	02-09	CONTRACTORS OCCURRENCE DEFINITION	
*CG7740	11-20	COMMUNICABLE DISEASE EXCLUSION	
*CG7748	10-22	CANNABIS EXCL/EXCP RETAIL SALES CBD	
*CG8222	04-06	EXCL (TEXAS) NOTICE TO POLICYHOLDERS	
*CG8301	10-22	IMPORTANT NOTICE TO POLICYHOLDERS	
*IL0017	11-98	COMMON POLICY CONDITIONS	
*IL0021	05-02	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
*IL0125	11-13	COLORADO CHANGES - CIVIL UNION	
*IL0168	03-12	TEXAS CHANGES - DUTIES	
*IL0228	09-07	CO CHANGES - CANCELLATION/NONRENEWAL	
*IL0259	12-17	NE CHANGES - CANCELLATION/NONRENEWAL	
*IL0261	09-07	KS CHANGES - CANCELLATION/NONRENEWAL	

DATE OF ISSUE: 08/29/23

(CONTINUED)

FORM: IL7131A (ED. 04-01)

S03 DB

6D47712 2401

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSUREDS

The **Who Is An Insured** provision under **Section II – Covered Autos Liability Coverage** is amended to include the following as an "insured":

1. Any person or organization whom you have agreed in a written contract or agreement to name as an additional "insured" under your "auto" Policy to provide "bodily injury" or "property damage" coverage, but only with respects to liability arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance afforded to such additional "insured" will not be broader than that which you are required to provide for such additional "insured" and applies only to a written contract executed prior to the "bodily injury" or "property damage" and is still in force at the time of the "accident".
2. With respect to the insurance afforded to the additional "insured" described above, the following is added to **Section – C. Limit Of Insurance Covered Autos Liability Coverage**:

The most we will pay on behalf of the additional "insured" is the amount of insurance:

- (1) Required by the written contract or agreement described above, or

- (2) Available under the applicable Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations; whichever is less.

C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** in the Business Auto Coverage Form is amended by the addition of the following:

For Hired Auto Physical Damage Coverage any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this Policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the Policy period, whichever is earlier.

F. SUBSIDIARIES AS INSUREDS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability Policy or was an "insured" under such a Policy but for termination of that Policy or the exhaustion of the Policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. **Exclusions in Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING AND LABOR

Section III – Physical Damage Coverage, A.2. Towing And Labor is replaced with the following:

We will pay for **Towing And Labor** costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" that is a private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside

a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like, kind and quality as the stolen covered "auto".

L. ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

All electronic equipment that reproduces, receives or transmits audio, visual, or data signals in any one "loss" is \$5,000, in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following: If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow is deemed to be a covered "auto" you own, subject to the following limit and deductible:

- (1) The most we will pay for loss to any leased, hired, rented or borrowed "auto" is the lesser of up to a limit of \$100,000, Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for **Loss Of Use** of a hired auto to a leasing or rental concern for a monetary loss

sustained, provided it results from an "accident" for which you are legally liable.

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN/LEASE GAP COVERAGE

Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

Autos of the private passenger, light or medium trucks that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage is a covered "auto" under this Policy for which a premium charge has been made for Comprehensive, Specified Cause of Loss, or Collision Coverage. We will pay any unpaid amount due up to a limit of \$10,000 on the lease or loan for a covered "auto", including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the Policy's **Physical Damage Coverage**; and
2. Any:
 - a. Overdue or any deferred lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

The insurance provided by this Auto Loan/Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to Personal Property Of Others in or on your covered "auto" in the event of a covered "auto" loss.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your Personal Effects not otherwise covered in the Policy or, if you

are an individual, the Personal Effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension Personal Effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal Effects does not include tools, jewelry, guns, money and securities, or musical instruments.

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. We will pay for **Rental Reimbursement Expenses** incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the Policy period beginning 24 hours after the "loss" and ending, regardless of the Policy's expiration, with the lesser of the following number of days
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your **Rental Reimbursement Expenses** which is not already provided for under the **Physical Damage – Transportation Expense**

Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this Policy.

S. VEHICLE WRAPS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. Vehicle wraps that are damaged are covered at the lessor of replacement cost or the original purchase cost of the vehicle wrap, whichever is less, up to \$2,000.

This coverage does not apply to wear and tear.

T. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this Policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

U. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to a covered "auto" you own of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay to replace such covered "auto", minus any applicable deductible shown in the Declarations, at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

V. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible Subparagraph 2. is replaced by the following:

2. Regardless of the number of covered "autos" damaged or stolen the maximum deductible applicable for all "loss" in any one event caused by:

- a. Theft or Mischief or Vandalism; or
- b. All Perils
- c. Collision

Will be equal to two times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive, Specified Causes of Loss or Collision Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

W. FULL GLASS COVERAGE

Section III – Physical Damage Coverage, D. Deductible is amended by the addition of the following:

If the Comprehensive Coverage applies to the covered "autos", no Comprehensive Coverage Deductible applies to the cost of repairing or replacing damaged glass on the covered "auto(s)".

X. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM

Section III – Physical Damage D. Deductible is amended by adding the following:

Comprehensive Coverage Deductible shown in the Declaration will be reduced by 50% for any "loss" caused by theft of the vehicle when equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

Y. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

Z. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, we waive any right of recovery we may have against any person, or organization with whom you have a

written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

AA. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance c. is replaced by the following:

This Coverage Form's **Covered Autos Liability Coverage** is primary to and will not seek contribution from any other insurance available to an "insured" under your Policy provided that:

1. Such "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 such "insured".

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

AB. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this Policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

AC. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AD. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

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EXHIBIT F
Certificate of Good Standing to Conduct Business in Kansas

STATE OF KANSAS
OFFICE OF SECRETARY OF STATE
CERTIFICATE OF GOOD STANDING

I, SCOTT SCHWAB, Kansas Secretary of State, certify that the records of this office reveal the following:

Business ID: 5272620

Business Name: PAKC, LLC

Type: Foreign Limited Liability Company

Jurisdiction: United States of America

was filed in this office on March 21, 2019, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof:
I affix my official certification seal.
Done at the City of Topeka,
on this day May 16, 2024.

A handwritten signature in cursive script that reads "Scott Schwab". The signature is written in black ink and is positioned above the printed name of the Secretary of State.

SCOTT SCHWAB
KANSAS SECRETARY OF STATE