

CITY OF OLATHE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Houseal Lavigne Associates, hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs a consulting firm or team of consulting firms that have extensive experience in community planning, development, and redevelopment strategies and the City contracts with Vendor for the work described in Vendor's proposal in **Exhibit A**.

1. FEES, EXPENSES, AND SCHEDULE. City agrees to pay Vendor an amount not to exceed \$400,000 for the work described in **Exhibit A**. All services for the planning process and subsequently the presentation of the Comprehensive Plan must be completed on or before November 30, 2025 as time is of the essence for completion of the work.

2. ADDITIONAL SERVICES. Vendor may provide services in addition to those listed in **Exhibit A** when authorized in writing by City. For substantial modifications in authorized Project scope, substantial modifications of drawings, or substantial modifications to specifications previously accepted by City, when requested by City and through no fault of Consultant, Consultant will be compensated for time and expense required to incorporate such modifications, however, that any increase in fee or extension of time for Consultant to complete the services must be approved by City in writing. Consultant will correct or revise any errors or deficiencies in its designs, drawings, or specifications without additional compensation when due to Consultant's negligence or other actionable fault.

3. BILLING. Vendor may bill City monthly for all completed work. Vendor must submit a bill which itemizes the work.

4. PAYMENT. 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. 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. 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 the Vendor.

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.

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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

HOUSEAL LAVIGNE ASSOCIATES



By: _____
John Houseal, Partner
188 W. Randolph St., Chicago, IL 60601

Exhibit A
Vendor's Proposal

Scope of Work

Houseal Lavigne recognizes the importance of using the planning process to establish community consensus and foster a sense of stewardship for a new Comprehensive Plan for the City of Olathe. Our scope of work ensures that City staff, residents, business owners, key stakeholders, community leaders, and elected officials are engaged throughout the planning process, helping establish a visionary, purposeful, and implementable plan to guide Olathe's future.

Step 1: Project Initiation

To “kick off” the planning process on the right foot, we will conduct meetings with City staff, the Plan Commission, and the City Council before undertaking other community outreach activities. This approach allows the Project Team and the various City designated individuals to discuss roles, responsibilities, scope, and community issues and opportunities, to ensure the project gets off to a good start. It is anticipated that the meetings in Step 1 take place during the same trip.

1a: Staff Coordination Call

The Project Team will host a web meeting or conference call with City Staff to confirm dates and times for the official staff kickoff and department head meetings. On this call, we will also discuss data needs, and clarify any outstanding matters. To ensure consistent, on-going and open communication and coordination throughout the process, the Project Team manager will conduct regular and “as-needed” conference calls and/or web progress meetings with City Staff throughout the planning process.

1b: Community Education – Branding the Process

As part of project initiation, branding the plan will garner support for the planning process and pique public interest in the Comprehensive Plan. The graphic design and communications experts on the Project Team will use their expertise in community-based marketing to create an “identity” for the planning process as well as the plan document.

Engagement and Communications Plan

As part of this task, the Project Team will work with City staff to identify trusted community partners to help us spread the word about the project and engagement partners using the MARC 2023 Public Participation Plan. An engagement and Communications Plan will then be developed that leverages these community partners to ensure quality input, which includes a timeline of events, communication pushes, and corresponding communication partners.

Project Brand and Messaging

The Project Team will create a recognizable project brand including an easy-to-understand project name, color palette, fonts, and imagery that will create visual continuity throughout the project. We will also craft language about the process and its impact that communicates its importance. Branding and design will also be applied to email blasts and other electronically- and social media- shared collateral.

1c: Data Collection

As part of the project initiation task, the Project Team will coordinate with the City to collect a variety of datasets related to land use and development. The data collection task focuses on GIS data needs including, but not limited to parcels, building footprints, zoning districts and overlays, community facilities, infrastructure data, parks, traffic volumes, sidewalk inventory, traffic signals, bike routes, and trails. This step will also include data and reports, past survey reports, market analysis information, and other information provided by the City and partner organizations.

1d: Staff Kick-off Meeting and Orientation Tour of the City

We intend to function as a unified and integrated team alongside City staff and officials. A kick-off meeting will be held with the City Staff assigned to the Comprehensive Plan project. This first face-to-face meeting will allow us to 1) review the project scope of work; 2) discuss project goals, timeline, and key deliverables; 3) share information about potential issues and areas of

concern; 4) review administrative procedures; and 5) clarify any outstanding matters. This meeting will conclude with a staff-led tour of the community to better understand the City's existing conditions and local context.

1e: Department Heads Meeting

Immediately following the City Staff Kick-off Meeting the Project Team will host a meeting with the City Manager, and key members of other City departments such as Planning, Economic Development, Building Standards, Engineering, Public Service, and Parks and Recreation. Comprehensive Plan recommendations will have bearing on a wide variety of City policies and support from all City departments will be essential to the implementation of the plan.

1f: City Council Project Initiation Meeting – Presentation

The Project Team will provide an overview of the planning process and facilitate a discussion with the City Council to introduce the project team and solicit their concerns and aspirations for the community. As the community's policy makers, it is important that the City Council have a chance to communicate and discuss their issues and concerns with the Project Team, as well as each other, at the beginning of the process. The primary purpose of this meeting is to gather ideas from City Council, ensuring that the Plan accurately captures the shared sentiments of the leaders of the community. This meeting will provide an opportunity to discuss the foundation of the Comprehensive Plan process, the overall direction and policy issues facing the community, and begin the discussion of the future vision of the community.

1g: Planning Commission Project Initiation Meeting – Presentation

The Project Team will provide an overview of the planning process and facilitate a discussion with the Planning Commission to introduce the project team and solicit their concerns and aspirations for the community. As the community's policy makers, it is important that the Planning Commission have a chance to communicate and discuss their issues and concerns with the Project Team, as well as each other, at the beginning of the process. The primary purpose of this meeting is to gather ideas from the Planning Commission ensuring that the Plan accurately captures the shared sentiments of the leaders of the community. This meeting will provide an opportunity to discuss the foundation of the Comprehensive Plan process, the overall direction and policy issues facing the community, and begin the discussion of the future vision of the community.

1h: Steering Committee Project Initiation Meeting (Mtg #1)

Steering Committee Formation. *It is understood that the City will lead the process for selecting members of the Steering Committee to guide the Comprehensive Plan update process. The Steering Committee will likely consist of Council Members, Planning Commissioners, council member appointees, and community representatives. The Steering Committee will serve as a community sounding board to advise on issues and provide overall planning direction. Steering Committee meetings are identified at key moments throughout the planning process to ensure that the planning process reflects the goals and values of the Olathe community. Steering Committee member participation will also help develop champions for the Plan and ensure that the adoption process moves smoothly.*

The Project Team will facilitate an initiation meeting with the Steering Committee. Together, this group will work closely with the Project Team to shepherd the development of the plan through the planning process, meeting at key points along the process. This first meeting with the Steering Committee will introduce the project team and solicit Steering Committee concerns and aspirations for the Olathe community. The initiation meeting will provide a unique opportunity to jointly discuss the foundation of the Comprehensive Plan process, the overall direction and policy issues facing the community, and the future vision of the community. The Project Team will conduct meetings with the Steering Committee at key intervals throughout the planning process.

Step 2: Public Engagement

Anticipating a high level of participation from an active and engaged community, our proposed outreach processes for the Comprehensive Plan include both traditional (face-to-face) and web-based activities to obtain the broadest levels of participation possible. Outreach summaries will be prepared for each public engagement activity.

2a: Project Website

At the beginning of the project, we will design and host an interactive project website linked to the City's existing website. We are committed to using the internet to maximize the participation and communication between the City and its residents. A project website provides a home base for Comprehensive Plan information. The website will promote and popularize the planning process and will be used to post project schedules and meeting dates; display graphics, interactive maps, and draft documents; address frequently asked questions; host map.social; and provide an online community questionnaire.

2b: Online Community Questionnaire

We will prepare an online questionnaire for the residents and business owners of Olathe to offer a community-wide opinion on a range of topics and issues. The business component of the questionnaire will include the opportunity to provide specific input on those issues and concerns most important to the City's business community. The online community questionnaire will be easily accessible on the project website. At the close of the questionnaire response period, we will review and summarize results in the Existing Conditions Report in Step 3 as a gauge of community issues and key themes.

2c: map.social (Online Map-based Engagement Platform)

The project website will feature map.social, a web-based community issues mapping tool. Developed by Houseal Lavigne, this tool allows users to identify, map, and comment on geographic areas of concern and valued community amenities. map.social simplifies the mapping process and familiarizes users with all areas of the Olathe community in a manner that is exciting, interactive, and effective. Input from users allows us to create a composite map of community issues to assist with the establishment of community goals and policies. The City can publicize the map.social link using email lists, social media, and postcards.

2d: Key Stakeholder Interviews and Focus Groups (up to 12)

Key stakeholder interviews and focus group discussions allow us to gain insight into the community that we might otherwise not be able to obtain. Up to 12 confidential interviews/focus group discussions will be conducted to obtain additional information regarding local issues and opportunities. The Project Team will work with City Staff and elected officials to identify those individuals or groups to be interviewed. We recommend a broad sampling of interviewees who may possess unique perspectives or special insights into the community. Interviewees could include selected property owners, new or lifelong residents, local business owners, school district officials, adjacent communities, and representatives from other government agencies, institutions, and/or civic groups. The interviews and focus group discussions will be conducted in-person during scheduled visits related to other outreach events or via telephone/virtual conference during a specific scheduled day for such activities.

2e: Community Planning Kick-off Event

The Project Team will work with City staff to host an exciting "all are welcome" community-wide kick-off event to get residents and stake-holders motivated to participate in the development of the plan. This event is intended to educate and inspire participants of all ages to get involved and take ownership of the process and the future of the City. The format will be customized, but could include an overview of the planning process and local trends influencing the process, a Q&A/Panel Discussion, or simple engagement exercises such as live polling. Steering Committee would also be expected to show support for the planning process.

2f: Business Community Workshop

This workshop will be targeted specifically to business owners and operators, developers, and Olathe's corporate citizens as an important stakeholder group. The purpose of the workshop is to establish a dialogue and obtain feedback from those members of the business community that have a unique insight and perspective and whose assistance and involvement are crucial to the Plan's ultimate success. The workshop will be scheduled to coincide with other in-person engagement activities and can be conducted in the early morning to minimize impacts to business owners.

2g: Do-It-Yourself (DIY) Workshop Kits and City Staff Training

The Project Team will make DIY workshop kits available to City staff, as well as community groups (e.g., chamber organizations, homeowners associations, places of worship, community organizations, neighborhood groups) throughout Olathe. DIY workshop kits allow City staff and residents to facilitate their own workshops and gather input from specific segments of the population that may not otherwise participate in more formal planning activities. City staff will play a key role in helping distribute DIY workshop materials to target groups and then provide summary information to the Project Team. DIY Work-shops can either be conducted by staff or volunteers as in-person events or hosted online using a small group virtual event format such as Zoom or Microsoft Teams. The Project Team will provide a training session to City staff and community group leaders to ensure quality engagement.

2h: Community Engagement Key Themes

Step 2 will conclude in a summary of the key themes and takeaways from the initial community outreach tools and interviews. The summary will be incorporated into the Existing Conditions Report.

Step 3: Existing Conditions Analysis and Needs Assessment

This task will include the preparation of an Existing Conditions Report that will inventory and provide a concise analysis of existing conditions, document existing land uses, identify key thoroughfares and community facilities, and provide an economic and demographic profile. It will be based on issues and opportunities identified in outreach, past plans and studies, information provided by the City and partner agencies, feedback from community service providers, and reconnaissance conducted by the Project Team. We intend to move through this task efficiently, reserving project budget and resources for visioning, planning, and action. Assessment provided in this task will include both the local and regional context where appropriate.

3a: Past Plans and Studies Summary

We will review relevant existing and past plans and policies, including PlanOlathe (2010) and the more recent Olathe 2040: Future Ready Strategic Plan (2019) as well Envision Downtown Olathe, Transportation Master Plan, Capital Improvements Plan, Trails and Greenway Plan, current zoning regulations, corridor plans, and other pertinent plan documents. This review process will help determine 1) recently adopted City projects and policies that need to be reflected in the Comprehensive Plan, 2) status of implementation alongside change within the community that has occurred since the adoption of previous plans, 3) conflicts between or deficiencies within existing plans, and 4) the validity of previously collected data. The Project Team will work with City staff to identify any additional current studies and reports that should be reviewed as part of this task.

3b: Demographic Analysis and Market/Economic Trends

The project team will prepare a demographic analysis of the Olathe community that will include an analysis of trends in population, households, income, age, labor force, and employment. The Project Team will collaborate with staff to identify up to three comparison geographies to serve as benchmarks for the City, often including neighboring or similar communities and Johnson County. This analysis will be summarized and presented with an economic profile of market conditions that will provide an overview of supply and demand trends for residential, commercial, and industrial, land uses. This task will lay the groundwork for economic development components of the Comprehensive Plan and will include a review of recently completed Economic Development Strategic Plan content.

3c: Existing Conditions

We will inventory existing land use, transportation facilities, parks and environmental features, and community facilities and prepare a map comprised of all parcels within Olathe. This task will provide a foundational understanding of the Olathe community. The Existing Conditions analysis will include an evaluation of the following components, each presented in the Existing Conditions Memo with text, maps, and graphics where appropriate.

Land Use and Development

Field reconnaissance, aerial imagery assessment, and a review of the City's GIS data will be used to inventory land use in the City. An Existing Land Use Map that identifies all existing land uses within the City will be prepared. Land use and development issues and opportunities will be presented and assessed in this section.

Zoning and Development Regulations

A preliminary diagnosis of current zoning and subdivision regulations will be undertaken to identify alignment with existing land use and needed areas of improvement.

Transportation and Mobility

An existing conditions assessment will be undertaken to understand how people currently move around Olathe. We will work with City staff to analyze existing data on traffic patterns and facilities, which will develop a clearer picture of transportation trends and potential barriers to mobility. Key to these existing conditions assessment will be coordination with the Kansas Department of Transportation (KDOT) and RideKC in Johnson County for any major planned roadway or trail projects.

Community Facilities, Infrastructure, and Utilities (includes Parks and Open Space)

A planning-level review for available capacity will be provided for water, sewer, electric, gas, broadband, and stormwater. The existing available capacity analysis will provide planning level information for the current conditions and comparative equity, resilience and sustainability experienced across the City. An online Facilities and Services Questionnaire will be developed and sent to all facility and service providers in the community including but not limited to police, fire, public works, school districts, and parks and recreation providers.

NOTE: It is assumed that City-provided GIS database for utilities is current and complete for use for this review. There will be no modeling effort or previously developed model review. Records for use/loading are available or expected to be comparable to neighboring communities when not available.

Natural Environment

An inventory and assessment of the environmental features and open spaces will be undertaken as part of this step, identifying components such as wooded areas, valuable habitat, water features and riparian areas, and essential ecological systems.

3d: Existing Conditions Memo

The Project Team will compile the results from community engagement activities and the existing conditions analysis into an Existing Conditions Memo (memorandum format). The Memo will include existing conditions, issues, and opportunities that will be addressed in the new Comprehensive Plan. The Existing Conditions Memo is an interim deliverable collecting and presenting data and information gathered in Steps 1 through 3 to City staff.

3e: Staff Review and Discussion

City staff and the Project Team will review the Existing Conditions Memo ahead of its distribution to the Steering Committee. We will also work to ensure that substantive comments provided by City Staff integrate into the ensuing Plan development. This meeting will be a conference call/screen share with City staff.

3f: Steering Committee Meeting (Mtg #2)

The Project Team will meet with and present the Existing Conditions Memo to the Steering Committee to gather feedback and input.

Step 4: Community Visioning, Vision Statement, and Goals

The Comprehensive Plan needs to establish an overall "vision statement" for the future of Olathe that can provide focus and direction with goals based on analysis and themes identified during community outreach. Based on previous steps in the planning process, we will prepare the vision statement, goals, and key recommendations memo.

4a: Community Visioning Workshop

The Community Visioning Workshop will allow residents and stakeholders to tell us what they think, before plans and recommendations are crafted. The Community Visioning Workshop will involve the Project Team, Elected and Appointed Officials, City staff, Steering Committee, and members of the community. The workshop will conclude with general agreement regarding the community's issues and opportunities, key planning themes and principles, long-term role and character of Olathe and the projects and improvements that will be desirable in the future.

4b: Vision Statement and Goals

Following the Community Visioning Workshop, the Project Team will summarize all feedback received during the previous steps of the planning process and prepare a vision statement for the Olathe Comprehensive Plan. The vision statement will be prepared using feedback from community visioning workshop, community outreach activities, and observations garnered from the Existing Conditions Memo. As part of the task, the Project Team will develop goals to provide more specific focus and direction for planning recommendations. Categories may include the following topics: Land Use; Housing and Neighborhoods; Economic Development; Transportation; Community Facilities and Infrastructure; and Parks and Open Space.

4c: Key Recommendations Memo

Before the preparation of the draft Comprehensive Plan begins in earnest, we will prepare the Key Recommendations Memo outlining the expected recommendations for the Comprehensive Plan. The Key Recommendations Memo, including the Draft Future Land Use Map, will provide policies and recommendations for all land use areas in the City, including residential areas and neighborhoods (including locations and strategies for multi-family), commercial/retail, mixed use, professional office and business, industrial/logistics areas, parks and recreation areas, open space, and public and semi-public uses.

The purpose of this Memo is to provide the City with a summary of key recommendations before significant resources are spent drafting the Comprehensive Plan. This task will also be used to identify any significant problems with elements of the proposed Plan. This deliverable, along with the vision and goals, will form the basis for the development of more detailed recommendations in the draft Comprehensive Plan.

4d: Staff Review and Discussion

Staff and the Project Team will review the Vision, Goals, Key Recommendations ahead of its distribution to the Steering Committee. Comments provided by City Staff will be integrated into the report to the Steering Committee for their review. This meeting will be a conference call/screenshare with City Staff.

4e: Steering Committee Working Session (Mtg #3)

A meeting will be conducted with the Steering Committee to review the draft Vision Statement, Goals, and Key Recommendations Memorandum. The objective of the meeting is to reach an agreement on the visions, values, and preliminary land use recommendations before moving forward with the development of the remaining chapters of the Comprehensive Plan.

Step 5: Draft Comprehensive Plan Elements

This step will entail the preparation of preliminary City-wide policies and recommendations for core elements of the Comprehensive Plan. The Comprehensive Plan elements prepared in this step will reflect the Vision, Goals, and the Key Recommendations Memo developed in previous steps of the planning process.

5a: Comprehensive Plan Elements

Land Use and Development. Based on the outcome of the previous tasks, the land use and development element will include recommendations and policies for all land use areas in the City and its planning area, including residential neighborhoods, commercial areas, downtown, industrial areas, open space, natural environment, and public and semi-public uses. This element will identify and address a range of land use topics such as desired development patterns, new growth areas, land use compatibility issues and mitigation strategies, commercial and mixed-use development, industrial development, and conservation

areas. The preparation of the Future Land Use Map will be part of this core element. As part of this element, the Project Team will prepare an Areas of Change Map. The Areas of Change Map will compare the existing land use to the proposed land use identified on the Future Land Use Map. This assessment will be used by the Project Team to facilitate discussions with City staff, the Steering Committee, and residents/stakeholder about potential impacts from growth and future development.

Housing and Neighborhoods. The Housing and Neighborhoods element will focus on neighborhood livability and will prioritize maintaining and improving the City's established and mature neighborhoods, guiding infill development and reinvestment with a desirable mix of diverse residential unit types, including single-family detached, missing middle housing, mixed-use, and multifamily developments to meet the current and future needs of Olathe's residents.

Economic Development (commercial and industrial areas). The Economic Development element will provide detail and guidance regarding Olathe's commercial and industrial areas, with policies designed to strengthen employment, job creation, business attraction and retention, and to provide and grow a diverse and thriving tax base for the City. This element will build on the Olathe Economic Development Strategic Plan currently being developed and tie that plan to place-based strategies in alignment with the land use plan. Place-based recommendations will focus on the City's older existing commercial areas, planned new commercial areas, professional office areas, and industrial and logistics areas.

Transportation and Mobility. The Transportation and Mobility element will identify and prioritize multimodal improvement projects and strategies based on Plan goals and objectives. This will include potential roadway improvement concepts, based on the issues identified in community input process, the travel demand model process, and information from City Staff. The roadway improvement concepts will be summarized in terms of improvement type, general project limits, project purpose, and project extent illustrated on aerial photography. Policy and complete streets opportunities will also be identified to support the other elements of the Comprehensive Plan. Specific multimodal improvement concepts including bicycle and pedestrian improvements based on the issues identified in community input process and reviewed against any existing Complete Streets policies. The improvements will be summarized in terms of improvement type, general project limits, project purpose, and project extent illustrated on aerial photography.

Community Facilities and Infrastructure (includes Parks and Open Space). The Community Facilities and Infrastructure element will include recommendations and policies for municipal facilities and intergovernmental coordination and cooperation. In parallel with the land use planning developed in the Comprehensive Plan, data provided by the City regarding infrastructure will be analyzed for any changes to anticipated level of service and remaining capacity for growth. This element is designed to help plan for anticipated capital needs such as investments in water supply and distribution, and wastewater system. Strategies will focus on infrastructure improvements to support the existing population, as well as ensure new development and growth can be supported. This element will also include recommendations related to parks and open space as key elements of community infrastructure.

5b: Staff Review and Discussion

Staff and the Project Team will review the draft Comprehensive Plan Elements ahead of distribution to the Steering Committee.

5c: Steering Committee Meeting (Mtg #4)

The Project Team will conduct a meeting with the Steering Committee to review and discuss the draft Comprehensive Plan Elements, including preliminary policies, plan recommendations, and initial draft maps and graphics.

Step 6: Subarea Framework Plans

The City has prepared, or is in the process of preparing, several studies for areas throughout the Olathe community including five corridors, the Cedar Creek Subarea, and Downtown. While the nature of recommendations will likely vary for each subarea, they will address issues related to land use and development, access and mobility, and character. The Subarea Framework Plans will utilize concise text, photos, and maps/diagrams to demonstrate important planning concepts. The Project Team will prepare Subarea Framework Plans for the following seven areas:

- 175th Street Subarea Framework Plan

- Parker Street Subarea Framework Plan
- K-7 Highway Corridor Framework Plan
- North Ridgeview Road Subarea Framework Plan
- Santa Fe Street / I-35 Interchange Subarea Framework Plan
- Cedar Creek Subarea Framework Plan
- Original Town/Downtown Subarea Framework Plan

The purpose of the Subarea Framework Plans is to provide an overall approach for the improvement and enhancement of the identified areas. It is anticipated that more detailed planning efforts will be needed to provide more detailed recommendations for these important areas.

6a: Subarea Framework Plans – City Staff Working Session

The Project Team will conduct a working session with City staff to review the selected subareas and discuss existing opportunities and constraints, examine past and on-going development interest, explore different land use and development scenarios, and work together to establish preliminary objectives, land use, and development frameworks, including the identification of any environmental considerations and constraints for these areas. This working session will provide additional context, along with community outreach/feedback and previous steps in the planning process and help to facilitate the start of the subarea planning process. During this meeting, the Project Team will work with City staff to review and identify meaningful data sets that could be visualized using 3D (i.e. sales tax, assessed value per acre). These visualizations will help readers better interpret findings from complex data sets and could be used to inform recommendations in the Comprehensive Plan. This meeting will be conducted in person if it can be aligned with the scheduling of another trip, otherwise the meeting will be conducted virtually.

6b: Preliminary Subarea Framework Plans

The Subarea Framework Plans will address important planning considerations and principles for the subareas identified with City staff. While the nature of recommendations will likely vary by subarea, they could include appropriate land uses, infrastructure improvements, development characteristics, catalyst development sites, project priorities or phasing, protected areas or environmental features, and/or urban design recommendations. The Subarea Framework Plans will incorporate recommendations from previous studies and will incorporate appropriate/relevant recommendations. The Subarea Framework Plans will comprise a concise chapter that can be included within the Comprehensive Plan or could be included as a section in the Land Use Plan chapter. Each Subarea Framework Plans will utilize graphics, illustrative plans, and images as needed to demonstrate important local planning concepts.

6c: Catalyst Site Development Concepts

As part of the Subarea Framework Plans development, sketch plans and illustrative visualizations can be prepared for identified priority sites. Together with the Subarea Framework Plans, these illustrative development concepts will provide a sense of scale, orientation, land use, and development character for key portions of the subarea. These development concepts should illustrate the potential of an area in a manner that is market viable and consistent with the aspirations and values of the Olathe community. The number of catalyst site development concepts prepared for the Comprehensive Plan will depend on the complexity of the design exercise and the size of the site.

6d: Santa Fe Street/I35 Interchange Area 3D Model

The Santa Fe Street/I35 Interchange Area (roughly 2-mile corridor between the BNSF rail corridor and Indian Creek) is a significant node in the City. Building upon previously developed studies and the Santa Fe Street Subarea Framework Plan, the Project Team will prepare two alternative 3D models for the Santa Fe Street/I35 Interchange Area to show potential improvements and redevelopment opportunities. The following steps outline the process the Project Team will undertake to prepare the 3D models:

- Prepare 3D massing model of existing built form for context and comparison (building location, heights, parking, simulated vegetation).

- Refine future land use recommendations for the Santa Fe Street/I35 Interchange Area (likely a refinement of recommendations made during Step 6).
- Prepare development typology guide to help facilitate a discussion with City staff about the desired/preferred development patterns for land use, setbacks, buffers, building locations and heights, and parking configuration. The development typology guide will inform the procedural modeling inputs used to develop the 3D models.
- Prepare alternative 3D models for the Santa Fe Street/I35 Interchange Area:
 - Visualization 1 – Existing conditions of the Santa Fe Street/I35 Interchange Area corridor
 - Visualization 2 – Development potential with the interchange improvements
- Refine 3D models based on City staff feedback and export final visualizations.
- Incorporate visualizations developed as part of the optional task into the Santa Fe Street Subarea Framework Plan.

6e: Steering Committee Meeting (Mtg #5)

The Project Team will present the draft Subarea Framework Plans to the Steering Committee to review and discuss the preliminary policies, recommendations, and maps and graphics. Appropriate modifications will be made based on feedback prior to integration into the overall draft Comprehensive Plan document in later steps.

Step 7: Draft and Final Comprehensive Plan

Based on the previous tasks in the planning process, the draft Comprehensive Plan will be prepared, including a detailed Implementation Strategy.

7a: Draft Comprehensive Plan Document

Based on the previous steps in the planning process, the draft and final version of the Comprehensive Plan document will be prepared for review, consideration, and adoption.

7b: Implementation Strategy

The new Comprehensive Plan will include a practical and actionable implementation strategy describing the actions required to bring the Comprehensive Plan's goals, policies, and strategies to fruition. Implementation tools and a detailed Action Agenda will include short-, medium-, and long-range strategies and actions, priority improvement projects, zoning and regulatory actions, potential capital improvement projects, timing or prioritization, and general administration of the Comprehensive Plan. The Implementation Strategy will also include recommendations for monitoring progress and implementation success over time.

7c: Staff Review and Discussion

The Project Team will submit the draft Comprehensive Plan document to City staff in electronic format for final review. It is anticipated that the plan will be subjected to a two- or three-stage review process with staff.

7d: Steering Committee Meeting (Mtg #6)

A final meeting will be conducted with the Steering Committee to review and reach an agreement on the draft Comprehensive Plan document before proceeding to the public review and adoption process. Appropriate revisions to the draft Plan will be made based on feedback from the Steering Committee and the final Comprehensive Plan will be prepared for the Community Open House presentation.

7e: Community Open House

Members of the Project Team, along with City staff, will be present for a community open house to allow residents and community stakeholders the opportunity to examine, discuss, and comment on the contents of the draft Comprehensive Plan document. The Project Team will be available throughout the community open house to present material, answer questions, and get feedback before initiating the approval process.

7f: Final Draft Plan to Planning Commission (Public Hearing)

The Project Team will present the draft Comprehensive Plan document to the Planning Commission as part of the public hearing process. City staff will facilitate any additional meetings, as necessary, to take the Plan through the public hearing process.

7g: Final Draft Plan to City Council (For Adoption)

The Project Team will present the draft Comprehensive Plan document to the City Council for plan adoption. City staff will facilitate additional meetings, as necessary, to take the Plan through the final adoption process.

7h: Final Comprehensive Plan Document

Following the community open house and presentations, the Project Team will work with City Staff to prepare the Final Comprehensive Plan document in response to direction given by the City Council. At the conclusion of the project, the Project Team will provide the Existing Conditions Memo and Final Comprehensive Plan as editable PDFs. If requested, we can provide survey data (excel or PDFs), outreach summaries (PDFs), and GIS data compiled during the planning process (geodatabase or shapefile). Completeness of GIS will be dependent on several factors including the quality of GIS data provided by the City, direction provided by City staff during the project kick-off meeting, and the level of GIS work conducted by the Project Team during the planning project.

7i: Interactive Web-based Executive Summary

The planning process will yield a traditional “long-form” plan for printing, on-screen viewing, and easy distribution, searching, and navigation. In addition, we will leverage ArcGIS Online StoryMaps to create an “app,” providing an interactive “executive summary” version of the Comprehensive Plan. Combined with photos, text, websites, and other media, ArcGIS Online will power interactive maps that can be queried and explored, providing an engaging way to experience summary content from the Comprehensive Plan. Content will be interwoven with maps, visuals, and interactive content that simplifies navigation between related, cross-referenced components of the plan. This step will take place after the Comprehensive Plan is adopted, as it cannot be completed before adoption.

Additional Steering Committee meetings may be added as needed through the duration of the project. The Project Team will work with City Staff to allocate necessary funds needed to facilitate additional, as-needed, in-person or virtual meetings.

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. Waiver of Subrogation.** All liability policies will provide a waiver of subrogation in favor of the City.
- D. 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.
- E. 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.
- F. Cancellation.** No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.
- G. 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.




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/15/2024

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

PRODUCER  ROBERT A SORENSEN CLU AGENT 300 S COUNTY FARM RD UNIT D WHEATON IL 60187		CONTACT NAME: MARGARITA CANTU PHONE (A/C, No, Ext): 630-588-9590 ext: 225 E-MAIL ADDRESS: margarita.cantu.ii4h@statefarm.com FAX (A/C, No): 630-588-9626	
INSURED HOUSEAL LAVIGNE ASSOCIATES, LLC 188 W RANDOLPH ST, SUITE 200 CHICAGO IL 60601-2901		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: State Farm Mutual Automobile Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25143 25178	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PRIMARY & <input checked="" type="checkbox"/> NON-CONTRIBUTORY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	93-KH-X607-4	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 8,000,000 PRODUCTS - COMP/OP AGG \$ 8,000,000	
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	464 3243-C23-13 599 2013-F01-13 464 3244-C23-13N	03/23/2024 12/01/2023 03/23/2024	09/23/2024 06/01/2024 09/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000	
		<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	Y	Y	93-BT-V535-8	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
			<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	93-LC-H875-2	09/01/2023	09/01/2024

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

CITY OF OLATHE LISTED AS CERTIFICATE HOLDER

CERTIFICATE HOLDER**CANCELLATION**

CITY OF OLATHE PO BOX 768 OLATHE KS 66061	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 <i>Margarita Cantu LSAY</i>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2024

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

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukegan IA 50263	CONTACT NAME: Audrey McNeil PHONE (A/C, No, Ext): 309-282-3907 E-MAIL ADDRESS: amcneill@holmesmurphy.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Employers Mutual Casualty Company		21415
INSURER B: Travelers Property Casualty Co. America		25674
INSURER C: Aspen Specialty Insurance Company		10717
INSURER D: XL Specialty Insurance		37885
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 557439820**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		5D57480	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		5E57480	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		5J57480	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A B A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5T57480 (NJ) 6JUB6R19963724 (IL) 5M57480 (FL) 5H57480	1/1/2024 1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025 1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D	Pollution Liability Professional Liability Each Claim			ER00YEL24 DPR5022322	1/1/2024 1/1/2024	1/1/2025 1/1/2025	Claim/Aggregate Each Claim Aggregate 2,000,000 5,000,000 7,000,000

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

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: City of Olathe, Kansas, Project Owner and Others as required by written contract. The policies listed above include an endorsement providing 30 days' notice of cancellation will be furnished to the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF OLATHE
100 E. SANTA FE STREET
OLATHE KS 66061
UNITED STATES

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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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. 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
- b. 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:

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

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D.** 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.
- E.** All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a written contract or agreement, and only if the written contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

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 INSURED

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

- 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".
- 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 INSURED

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 INSURED

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 entitled to the same benefits 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.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.

Insurance Company

Countersigned by

Paula A Dixon
Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

The **Transfer of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with the person or organization and included in the "products-completed operations hazard".