

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Peckham Guyton Albers & Viets, Inc. (dba PGAV Architects), hereinafter "Consultant" (collectively, the "Parties").

City needs Professional Services in the field of Facilities Space Needs Study and Master Planning. Consultant has expertise in said field as described in **Exhibit A (Scope of Services)** attached hereto and incorporated by reference.

City contracts with Consultant for the performing of Professional Services as described herein, in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, Consultant represents to City that Consultant is qualified to provide Facilities Space Needs Study and Master Planning and is licensed to practice said services by all public entities having jurisdiction over Consultant.

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 A**.

"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.

"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.

SECTION II - COMPENSATION

A. FEES & EXPENSES

1. Total Fee: City agrees to pay Consultant an amount not to exceed One Hundred Ninety-One Thousand Dollars (\$191,000), including reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement, including **Exhibit A** attached hereto and incorporated by reference, and will be billed by Consultant using hourly rates and equipment charges as set forth in **Exhibit A** attached hereto and incorporated by reference, plus reimbursable expenses as set forth below. All bills will be submitted to City monthly as provided herein.

2. Reimbursable Expenses: Consultant may be reimbursed at the actual cost for other costs as set forth in **Exhibit A**.

B. SERVICES BEYOND THE SCOPE OF SERVICES

1. Change in Scope: For substantial modifications in authorized Professional Services when requested by City and through no fault of Consultant, Consultant will be compensated for time and expense required to incorporate such modifications at Consultant's standard hourly rates per **Exhibit A**; provided, however, that any increase in fee 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 rate schedule attached hereto as **Exhibit A**. Payment to Consultant as compensation for Additional Services will be in accordance with the rate schedule attached as **Exhibit A**.

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. The bill must be mailed to the attention of Account Payable, City of Olathe, PO Box 768, Olathe, KS 66051-0768 or emailed to apolathe@olatheks.org. The bill must indicate it is for work or expenses under this Agreement (include Agreement date for identification).
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.

D. SCHEDULE (or) TERM

All work must be completed on or before September 30, 2025 and time is of the essence for completion of the work.

SECTION III - RESPONSIBILITIES OF CONSULTANT

Consultant will perform the Professional Services as described in **Exhibit A**.

A. GENERAL DUTIES AND RESPONSIBILITIES

1. **Personnel**: Consultant will assign only qualified personnel to perform any service concerning the Professional Services as identified in Consultant's proposal (**Exhibit A**). At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal for these Professional Services: Jennifer Goeke (jennifer.goeke@pgav.com). This person will be the primary contact with the City and will have authority to bind Consultant.
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 Professional Services 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. 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 Professional Services; 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 which are outlined and designated in **Exhibit A** 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 criteria for the Professional Services.

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 to bring the Professional Services to a reasonable termination in accordance with the request of City. 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
1385 S Robinson Drive
Olathe, KS 66061

PGAV Architects
Attn: Jennifer Goeke
1900 W 47th Place, Suite 300
Westwood, KS 66205

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 Professional Services 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. 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 Professional Services 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. Consultant's copyrighted instruments will remain in the ownership of Consultant if Consultant identifies them by appropriate markings. If City has paid Consultant in full for its Professional Services, then City may 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: Except as provided in this Section, 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 B (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 C – 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 Professional Services. Consultant agrees that any subcontractor providing Professional Services without providing a certificate of insurance acceptable to the City's Risk Manager will immediately cease all services under this Agreement 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.D.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 the Professional Services 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. KANSAS OPEN RECORDS ACT

Consultant acknowledges that City is subject to the Kansas Open Records Act (K.S.A. 45-215, *et seq.*). City retains the final authority to determine whether it must disclose any document or other record under the Kansas Open Records Act and the manner in which such document or other record should be disclosed.

H. 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. No form or document provided by Consultant after execution of this Agreement will modify this Agreement, even if signed by both Parties, unless it: 1) identifies the specific section number and section title of this Agreement that is being modified and 2) indicates the specific changes being made to the language contained in this Agreement.

I. 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.

J. NO THIRD-PARTY BENEFICIARIES

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

K. INDEPENDENT CONTRACTOR

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

L. 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.

M. 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.
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.

N. 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, upon request, will provide City a copy of its certificate of good standing to conduct business in the State of Kansas with this Agreement.

O. 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.

P. 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.

Q. 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.

R. 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 A);
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.]

S. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed this ____ day of _____ 20____.

CITY OF OLATHE, KANSAS

By: _____
(Mayor OR City Manager OR Dept Head)

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

CONSULTANT

By:  _____

Chris Davis, Principal
Peckaham Guyton Albers & Viets, Inc
1900 West 47th Place, Suite 300
Westwood, Kansas 66205

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EXHIBIT A
Scope of Services

January 29, 2025

Zach Hardy
Deputy Public Works Director
City of Olathe – Public Works Department
1385 Robinson Street
Olathe, KS 66061
ZHardy@OlatheKS.org

Re: Olathe Space Needs Study & Master Plan, PGAV Project No. 53782-00

Dear Zach,

PGAV Architects is pleased to provide this proposal for an Olathe space needs assessment and master plan for City personnel and facilities for the Olathe leadership to use as a planning guide for the future.

PROJECT TEAM

For this effort, the project team will consist of key stakeholders from the City of Olathe and PGAV Architects and Planners.

It is our understanding that a Project Steering Committee has been established and will be used to provide insight and direction as we move through the process of collecting and analyzing the information gathered. We will meet with this Committee routinely throughout the process to provide status updates and identify next steps.

As part of our process, we will work with you to establish key leadership members for each department to provide input and guidance in terms of future departmental changes and growth.

If the need arises for consultants such as civil, parking, mechanical, electrical, plumbing, structural engineering or other specialty consultants they can be added to the team as needed at the City's request.

PROJECT SCOPE

A. Project Preparation

A first step will be gathering information to understand existing staff and facilities for a base with which we will use to evaluate impacts of growth, reuse and expansion opportunities. Information we will be requesting includes:

- a. Organizational charts of each department
- b. Floor plans of each building
- c. Utilization of each building

B. Review of Previous Plans

To understand how the City may grow, we need to be familiar with the City's forward-looking plans. We will review the Olathe 2040 Future Ready Strategic Plan and confer with staff about what this document means for future growth, development, and capital investment in Olathe. We understand that the City is currently in the process of creating a new comprehensive plan. While this document is in production, we will confer with staff to discuss any preliminary ideas around future land uses and development patterns.

The PGAV team will also review the 2025 – 2029 Adopted Capital Improvement Plan and will meet with City staff to review comments, questions, or ideas that arise from this review.

C. Demographic Overview of Olathe

As part of our process, we will gather demographic and statistical information to understand Olathe's population growth. We will review demographic data available to us from the US Census and Esri (a proprietary data source that helps us know and understand geographically referenced data such as demographics and socio-economic characteristics). We will also review data provided by the Mid-America Regional Council (MARC), the Kansas City metropolitan regional planning organization, who compiles demographic, economic and other statistical information to forecast growth in the area. In addition, we will compare the City's population to historical City services and staff FTEs as we plan for the future. Growth in population is a fundamental factor that affects services and can in turn affect staff growth, fleet growth and building facility growth.

D. Interviews with Department Heads and Stakeholders

We will gather the following information:

- a. Departmental overview
- b. Understanding of internal departmental organization, including staff numbers and divisions
- c. Interaction needs with other departments both in-person and virtual. This may be used to determine priorities for determining potential relocation.
- d. Existing staff and space needs
- e. Proposed staff growth needs
- f. Departmental facility needs and/or recommended changes
- g. Challenges of existing conditions
- h. Ideas for innovation and vision for the future

Project Steering Committee Meeting – At this meeting, the PGAV team will present information gleaned from our review of previous plans, demographic overview, and interviews with department heads and stakeholders. We will review this information with the Project Steering Committee and discuss the next steps in the process.

E. Data Driven Analysis

Comparing Olathe to two peer cities, The City has identified Naperville, IL and together we will identify a second city for comparison. Additional cities can be added if desired for an additional fee.

- a. Demographic assessment of each community will include trends in the community's socio-economic characteristics as well as a review of service provision over time. We want to discuss with you and department leaders current levels of service and anticipated changes in service demand as the community evolves. This information and these discussions will inform our peer community and best practices review.
- b. Review CIP plans of peer cities for the near future to understand their spending, economic focus and growth.
- c. We will interview leadership of each peer city to learn about their historic growth patterns and plans for future growth. We find cities are very willing to share ideas and strategies with other cities with the hopes of learning something that will benefit their own community.

F. Analysis

Building on the foregoing analysis, our team will produce staffing projections and facilities space needs for a 10-year outlook. We will develop standard space diagrams as we determine appropriate allocation of space for each personnel type. We will identify strategies that address changing workforce dynamics including full time and part time workers, as well as job sharing for consideration.

We will evaluate existing conditions and make recommendations for new employee-focused spaces and amenities at each facility that promote wellness and workplace satisfaction for the purpose of retention and recruitment. This includes breakrooms, mothers/wellness rooms, and natural daylight. Providing

these amenities for all staff regardless of department builds morale and affects the physical, mental and social well-being of all employees and visitors.

We will include decisions made in collaboration with the Project Steering Committee into a tabulation of personnel workspaces, equipment and facility needs and parking. We will also provide an adjacency relationship matrix to understand the importance of working adjacency requirements between departments and the level of each department's interaction with the public. This will help us make recommendations for long-term planning for utilization of City Hall or other City buildings where growth is projected beyond the footprint of the building.

Project Steering Committee Meeting – At this meeting, the PGAV team will present our driven analysis of peer cities and preliminary recommendations.

G. Options for Lease Space vs Ownership of Building

We will evaluate the benefits of leased space vs building ownership for specific departments that are not able to be housed within existing City-owned property. This would include the Traffic Division, IT and potentially other departments.

H. Estimating

We will establish rough order of magnitude estimated SF construction costs for different project types based on today's dollars for future planning purposes. Since projects could be implemented at different dates, we recommend adjustments be made to the construction costs to adjust for inflation at the time a project becomes real. Categories would include renovation vs new construction and by building type. Soft costs would be percentage based on construction value.

Project Steering Committee Meeting – At this meeting, the PGAV team will present the draft report and discuss our recommendations with the Project Steering Committee and ask for their input.

I. Final Report

At the conclusion of our findings, we will provide a report on all findings and documentation of our process. Each facility will have a summary, list of departments, deficiencies and challenges and recommendations for future planning.

If requested by City Administration or by the Project Steering Committee, our team will present our findings to City Council.

PROJECT SCHEDULE

We estimate the scope of work outlined above to be a six-month time frame. If the preferred date for the final document is required, we will work with you to assess the workflow to accommodate an agreed upon date.

We recommend meeting with the Project Steering Committee on the following schedule:

- 1) Kickoff
- 2) After demographic information has been collected and departmental interviews have occurred
- 3) After analysis
- 4) Review of draft document

COMPENSATION

PGAV will provide the services outlined above for a total fixed fee of \$188,000 exclusive of reimbursable expenses as described below. We will invoice monthly based upon the level of completion.

REIMBURSABLE EXPENSES

For this project we would recommend budgeting \$3,000. Reimbursable expenses are in addition to the service fees and will be invoiced monthly at cost. Reimbursable expenses include but are not limited to the following:

- Reproduction, printing and plotting of design documents or other project related documents
- Postage, handling and delivery of project documents
- Mileage to and from meetings. Or for any out-of-town travel in association with the project (none anticipated).
- If travel to peer cities is requested, additional reimbursable expenses may be required.

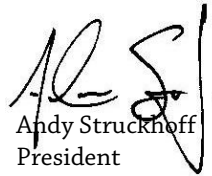
SUMMARY

Thank you for the opportunity to assist the City of Olathe with this important assignment. As you review this proposal, if you have any questions, please do not hesitate to contact our office. If the terms of this agreement are acceptable, you or the appropriate City officer may sign and return one copy of this agreement to our office. Your authorization will serve as our notice to proceed.

Sincerely,
PECKHAM GUYTON ALBERS & VIETS, INC.



Jennifer S. Doeke, RA
Practice Leader
PGAV Architects



Andy Struckhoff
President
PGAV Planners

Approved by:

City of Olathe, Kansas

Date

EXHIBIT B
CITY OF OLATHE INSURANCE REQUIREMENTS

A. Insurance. Consultant agrees to secure and maintain throughout the duration of this Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. Business Automobile Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Any Auto; OR All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000
Notwithstanding the foregoing, if Consultant does not own any automobiles, then Consultant must maintain Hired and Non-Owned Auto insurance.

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Consultant against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability: Consultant must maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000

5. Cyber Insurance: If Consultant will have access to the City's network or City's data, Consultant must maintain throughout the duration of this Agreement and for a

period of three (3) years after the termination of this Agreement. Coverage must include: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

Limits: Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000

B. Exposure Limits. The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Consultant nor has City assessed the risk that may be applicable to Consultant. Consultant must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Consultant's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Consultant.

C. Costs. The cost of insurance will be included in the Consultant's bid or proposal and must be at Consultant's expense. Any and all deductibles or self-insurance in the above described coverages will be the responsibility and at the sole risk of the Consultant.

D. Verification of Coverage

1. Consultant must provide a certificate of insurance on ISO form or equivalent, listing the City as the certificate holder, and additional insured endorsements for the requested coverages.
2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

E. Cancellation. No required coverage may be suspended, voided, or canceled, except after Consultant has provided thirty (30) days' advance written notice to the City.

F. Subconsultant's Insurance: If a part of this Agreement is to be sublet, Consultant must either cover all subconsultants under its insurance policies; OR require each subconsultant not so covered to meet the standards stated herein.

EXHIBIT C
Certificate of Insurance