

**CONTRACT FOR
PROFESSIONAL SERVICES**

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and, PGAV Inc., a Corporation (hereinafter called consultant).

WITNESSETH:

WHEREAS, City requires Master Planning services and,
WHEREAS, consultant is prepared to provide said professional services and shall give consultation and advice to City during the performance of said services;
NOW THEREFORE, City and Consultant in consideration of the mutual covenants contained in this contract, agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this contract shall be November 9, 2022.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall perform the services set forth in the documents attached hereto and made a part of this contract, which include one or more of these documents: Request for Proposals, scope of work, statement of work, consultant's proposal, and pricing.

ARTICLE 3 – PERIOD OF SERVICE

The services shall be completed by approximately 6 months after notice to proceed.

ARTICLE 4 – COMPENSATION

For services performed, the City shall pay the consultant, an amount not to exceed \$248,880.

Regular (e.g. monthly) invoices shall be submitted by the consultant to the City for payment of services performed and expenses incurred during the preceding month. Invoices shall indicate the hours expended for each individual person, the total labor billing, and a summary of other expenses and charges with supporting documentation.

The City's payment terms are Net 30. Payment will be made by the City within thirty (30) days of receipt of the complete invoice. The City's preferred method of payment is via City credit card with no added fees. If credit is not acceptable, payment will be made by check.

The City is exempt from State of Missouri sales and use taxes on purchases made directly for the City. Consultant shall not include any sales or use taxes on transactions between the consultant and City.

ARTICLE 5 – PERMITS AND LICENSES

The consultant shall procure all necessary local construction permits and licenses and a City of Independence occupation license, unless exempt under state law. Consultant will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed, and will require the same of all sub-consultants. The consultant must furnish and maintain certification of authority to conduct business in the State of Missouri.

ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by consultant as part of the services shall become the property of City, provided consultant has the unrestricted right to their use. Notwithstanding the foregoing, City accepts that any re-use of the documents or intellectual property shall be at City's sole risk and liability.

ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

Either party may request changes within the general scope of this Contract. If a requested change causes an increase or decrease in the cost or time required to perform this contract, City and consultant will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect such adjustment in a change order or formal modification.

ARTICLE 8 – STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances.

ARTICLE 9 – LIABILITY AND INDEMNIFICATION

Having considered the potential liabilities that may exist during the performance of a potential contract and the consultant's fee, and in consideration of the mutual covenants contained in the contract, City and consultant agree to allocate and limit such liabilities in accordance with this section:

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors, and employees, against all damages liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by consultant's negligent performance of services under the contract and that of its sub-consultants, or anyone for whom the consultant is legally liable. Consultant shall indemnify City against legal liability for damages arising out of claims by consultant's employees.

Notwithstanding any other provision of the contract to the contrary, the City agrees to limit the Consultant's liability to the city and to all persons having contractual relationships with the City to three (3x) times the total compensation set forth under the applicable purchase order, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Consultant and Consultant's employees relating to such Services. Neither the City nor the Consultant nor either party's suppliers, agents, officers, and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Consultant and Consultant's employees relating to such Services. This waiver of consequential damages is made regardless that (i) either party has been advised of the possibility of such damages and (ii) that such damages may be foreseeable.

ARTICLE 10 – INSURANCE

Architect, Engineering, and Survey Services

The Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least thirty (30) days' advance written notice to the City.

(1) General Liability Insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.

(2) Professional Liability or Errors and Omissions Insurance, with a limit of \$1,000,000 annual aggregate.

(3) Automobile Liability Insurance, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the Consultant. The City is to be named as an additional insured as the City's interest may appear for the General Liability and the Automobile Liability Insurance. The Consultant's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the Consultant.

The City shall not obtain worker's compensation insurance on behalf of the Consultant or the employees of the Consultant. The Consultant shall comply with the worker's compensation law concerning its business and its employees.

WORKER'S COMPENSATION

The City shall not obtain worker's compensation insurance on behalf of the contractor or the employees of the contractor. The contractor shall comply with the worker's compensation law concerning its business and its employees.

ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. City.

ARTICLE 12 – DELAY IN PERFORMANCE

Neither City nor consultant shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this contract, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restrains; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or consultant under this contract. If such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this contract.

ARTICLE 13 – TERMINATION

City may terminate or suspend performance of this contract for City's convenience upon written notice to consultant. Consultant shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay consultant for all the services performed till the date of the termination by the City or suspension expenses. If contract is restarted, an equitable adjustment shall be made to consultant's compensation.

This contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this contract. The nonperforming party shall have 15 calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to consultant.

ARTICLE 14 – WAIVER

A waiver by either City or consultant of any breach of this contract shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 15 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this contract or the occurrence of any event rendering any portion or provision of this contract void shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void provision shall be deemed severed from this contract, and the balance of this contract shall be construed and enforced as if this contract did not contain the particular portion or provision held to be void. The parties further agree to amend this contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this article shall not prevent this entire contract from being void if a provision which is of the essence of this contract be determined void.

ARTICLE 16 – SUCCESSORS AND ASSIGNS

City and consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the contract and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this contract.

ARTICLE 17 – ASSIGNMENT

Neither City nor consultant shall assign any rights or duties under this contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this contract.

ARTICLE 18 – THIRD PARTY RIGHTS

Nothing in this contract shall be construed to give any rights or benefits to anyone other than City and consultant.

ARTICLE 19 – INDEPENDENT CONSULTANTS

Each party shall perform its activities and duties hereunder only as an independent consultant. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this contract shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This contract shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

ARTICLE 20 – AUDIT

Consultant agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this contract have access to and the right to examine and copy any pertinent books, documents, papers, records, or electronic records of the consultant involving transactions related to this contract.

ARTICLE 21 – EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract or purchase order, the consultant agrees as follows:

The consultant will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The consultant will send to each labor union or representative of workers with which consultant has a collective bargaining agreement or other contract or understanding, a notice to be provided by a contract compliance officer advising the said labor union or workers' representatives of the consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the consultant's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the organization may be declared ineligible for any further government contracts or purchase order or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The consultant will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-consultant or vendor. The consultant will take

such action with respect to any sub-consultant or purchase order as the City may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a consultant becomes involved in, or is threatened with litigation with a sub-consultant or vendor as a result of such direction by the City, the consultant may request the United States to enter into such litigation to protect the interest of the United States.

ARTICLE 22 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Contractors working on behalf of the City of Independence are to abide by Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act.

ARTICLE 23 – GOVERNING LAW

This contract shall be governed by the laws of the State of Missouri. The City and the consultant agree that the performance of this contract will be deemed to have occurred in the State of Missouri and that consultant's performance under this contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the consultant submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

ARTICLE 24 – COMMUNICATIONS

Any communication required by this contract to the consultant shall be made in writing to the authorized representative named on the completed front page or response page of the solicitation. Any communication required by this contract with the City shall be to:

Jennifer Goeke, Project Manager | Jennifer.goeke@pgav.com | 816.668.1481 (cell)

Nothing contained in this article shall be construed to restrict the transmission of routine communications between representatives of consultant and City.

ARTICLE 25 – SEPARATE CONTRACTS

City and consultant each reserve the right to, from time to time, enter into other contracts for specific projects. If such contracts are separately approved in writing by the parties, the terms and conditions of those contracts shall prevail for the specific projects set forth therein.

ARTICLE 26 – ENTIRE CONTRACT

This contract represents the entire agreement between the City and consultant. All previous or contemporaneous agreements, representations, promises and conditions relating the consultant's services described herein are superseded. The RFP including the terms and conditions, the consultant's response and written proposal, and purchase order (where applicable) shall constitute the entire contract. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the RFP and the RFP shall take precedence over the consultant's response and written proposal.

ARTICLE 27 – SURVIVAL OF TERMS

The following provisions shall survive the expiration or termination of this contract for any reason: if any payment obligations exist, Article 4 – Compensation; Article 5 – Permits and Licenses; Article 10 – Liability and Indemnification; Article 15 – Waiver; Article 16 – Severability; Article 18 – Assignment;

Article 20 – Independent Consultants; Article 23 – Governing Law; Article 26 – Entire Contract; and this Article 27 – Survival of Terms.

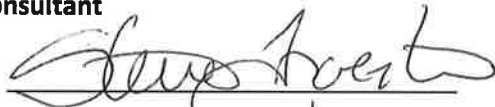
IN WITNESS WHEREOF, City and consultant, by and through their authorized officers, have made and executed this contract.

City

By _____

Date _____

Consultant

By 

Title Principal

Date 10/12/2022



October 5, 2022

City of Independence, Missouri
Independence Parks/Recreation/Tourism
416 W. Maple Avenue
Truman Memorial Building, Office 205
Independence, MO 64050

Re: Tourism and Museum Master Planning Services

Dear Morris,

PLANNING OBJECTIVES

The Strategic Master Plan will provide a vision for Independence to fulfill its potential as a tourism destination through a major new museum and strategic alignment of other new and existing assets. At the conclusion of the planning process, the Master Plan should have a clear strategic direction and key insights into critical success factors, including:

1. Develop a high-level understanding of the tourism attractions that exist today within the City of Independence.
 - a. Which attractions are city owned or operated?
 - b. Which ones are owned and operated by others, and what is the relationship between the city and the other attractions?
 - c. What type of and how many visitors per year?
 - d. Is the visitation seasonal or year-round?
 - e. Are there plans to modify, improve, change, rebrand or other actions planned for the current attraction?
2. Understanding of its potential visitor base including:
 - a. Audience segmentation
 - b. Visitor motivations/emotional benefits / barriers to visitation
 - c. Potential for growth
 - d. Capacity analysis / project right-sizing
 - e. How to leverage what exists as part of the Master Plan
3. Analysis and strategies for the destination brand including audience expectations, attitudes, and beliefs.
4. Identification of authentic and compelling storylines and themes.
5. Development of high-level strategies for wayfinding and visitor understanding of place.
6. Development of a timeline and roll out plan to new products, including financial models.

MASTER PLAN PROCESS

At PGAV, we organize interpretive planning, experience planning, and architectural planning into a multidisciplinary, integrated strategic master planning process consisting of three phases: Destination Assessment, Product Development, and Implementation Planning. At each phase, we will test decisions against the pillars of your strategic plan.



Phase One: Destination Assessment *is about searching for potential.*

PGAV proposes several tasks during this phase as part of a Destination Strategic Assessment. PGAV will generate, collect, and compile data into a holistic picture of the project potential and determine strategies for further development. During Phase One, PGAV will perform the following:

Define Planning Goals and Parameters

PGAV will approach strategic development in collaboration with the client team and stakeholders to create a shared vision. By taking the time to develop mutual understanding early in the process, we can move forward together to create the best possible plan.

Gather and Synthesize Community Input

PGAV welcomes the opportunity to lead information gathering sessions with key community stakeholders with a vested interest in the success of the future museum and overall tourism landscape of Independence. PGAV will synthesize opinions and needs from the diverse input into a vision and concept plan that will drive experience design, the physical master plan, and overall tourism strategy. Stakeholders include representatives from:

- Tourism Sector: other attractions, DMO, and hotels
- Trails: trail associations, Indigenous Nations, Mormon Church, historians
- Government: local, state, federal
- Businesses: restaurants, large shopping centers, and other tourism-support businesses
- Local Community: schools, general public

Conduct Story and Interpretive Planning Research

To determine storylines and themes for development, the PGAV team will work to develop a sense of the unique story potential inherent in the community via its collections, partnerships, and location. Stories will provide the foundation for the visitor experience and economic potential of the project. Research will include a focused effort on the National Trails Museum and also include other stories with potential to achieve tourism goals.

Assess Site and Facilities

PGAV will review documents including maps and comprehensive plans describing existing and proposed conditions relevant to tourism planning. The process includes a visual assessment of existing historic and tourism assets managed by the City. The assessment is to understand opportunities and challenges inherent in the physical conditions and to gauge the tourism potential. It does not include technical assessment of any building or systems. If engineering assessments exist, PGAV will review them.

Assess Market Potential and Audience Segmentation

PGAV will review existing market data to develop an opinion of potential market capture and attendance. This task would evaluate market potential by considering several factors that could influence projections, including reviewing and visiting competitive local attractions. We would identify potential market segments, including resident and tourist groups. Documents for review include:

- State and Local Tourism Studies and Plans
- Attendance data and studies from comparable destinations
- Existing Visitor Studies
- Census and Neilson population demographic data
- Geofenced visitor data from key attractions in the market

Trade Area Inventory

To augment and confirm information collected during the stakeholder interviews, we will prepare an independent assessment of the tourism assets in Independence including cultural, entertainment, and recreational assets. This information will help our team understand where there may be opportunities for expansion and additional assets in the market to support and enhance existing events, performances, sports, and other events that are currently taking place in Independence. We will incorporate existing information from the Owner, an example being the study of the Cable Dahmer Arena performed by a third-party vendor, into our overall assessment.

Trade Area Market Analysis

The market area surrounding the community and its tourism assets represents the primary sources of local use and event demand and provides lodging, transportation, and other services to visiting users. We will identify the appropriate markets and drive time parameters and analyze demographic and economic characteristics to understand the market's ability to support the visitation generated by the proposed museum.

The market analysis will also include an evaluation of the city's existing ability to attract and accommodate out-of-town visitation for a variety of corporate, social, civic, group, and sporting events. Specific infrastructure to be studied includes hotel room inventory, transportation and access, area dining, retail, and recreation assets, and other tourism amenities. This component will also begin to define new markets that Independence could draw upon for additional visitation should a new tourism venue be offered.

Peer Venue Analysis

A Peer Venue Analysis presents facilities in the market and in those similar to Independence that might compete with the proposed museum. Once identified, the Peer Venue Analysis will evaluate and compare the following features:

- Auditorium spaces (seating capacity and configuration)
- Meeting and activity rooms
- Sports and recreation spaces
- Governance structure
- Funding

This analysis will result in "case studies" of successful tourism venues in markets similar to Independence. This information, along with the information gathered from the Trade Area Market Analysis and Trade Area Inventory, will help to determine where the gaps are in the current assets available in Independence and what might help to differentiate a new venue from those in peer markets.

Trend Analysis

Our team will inventory trends in the travel and tourism industry, particularly in markets similar to Independence. Our research will seek to understand current and future trends that the City might consider capitalizing on and how those trends could impact potential tourism venues.



Brand Strategy

Developing a vision for the National Trails Museum and the overall destination of Independence will also include strategic thinking about the aspirational brand—not the logo or visual ID, but the kind of reputation the museum and destination should have in the future. The destination has a brand now, which will be important to understand via stakeholder meetings and brand research. Aspirational brand strategy will build on audience segmentation, so the brand can offer benefits to different potential visitors. The museum is a strategic opportunity to help achieve the destination brand.

Compile a Destination Strategic Assessment Report

This report will capture and summarize the efforts of the initial phase, suggest a compelling vision to guide and inspire the destination's constituencies, and create a "working platform" for the product development phase. This report will be presented and reviewed in a meeting with the destination leadership.

Phase Two: Product Development *is about making creative leaps to imagine unique, compelling visitor experiences.*

The PGAV method for Phase Two includes a "product development" process to inform physical planning and provide a visual depiction of the visitor experience, vision and brand. Visualizing key experiences will be essential to developing a shared vision for the project and for generating excitement among stakeholders and potential funders.

Product development describes our strategic approach to the creative process to develop potential guest experiences based on business goals, targeted to specific visitor segments, developed along brand architecture, and resulting from a storyline-based thematic concept. "Product" could describe exhibit areas, both new and renovated, immersion media experience, demonstration theatres, programs, shops, restaurants, gardens, animal experiences, or other capital projects that maximize revenue, offer a mix of activities, and collectively form a seamless visitor experience.

Product Development will advance on parallel paths—one focused on the National Trails Museum and one on overall potential enhancements to the tourism offerings. Tasks include:

Facilitate a Product Development Workshop

PGAV will lead a creative workshop with staff and stakeholders to generate ideas and set priorities for subsequent product development.

NATIONAL TRAILS MUSEUM

Develop an Interpretive Matrix

Based on initial interpretive and story research performed in Phase One, PGAV will create an interpretive matrix. This matrix will organize the range of subjects, the opportunities the alternative site (up to three sites) offers to tell these stories, the core curriculum subjects addressed, the key characters, and other aspects of the subjects as appropriate.



Develop Guest Experience Concepts

PGAV will develop guest experience concepts as new products to fulfill the strategies identified in Phase One. The process will consider the site, special event facilities, exhibits, retail, food service, shows, demonstrations, or any other guest experiences. Marketability will be a primary concern for new products.

Develop an Architectural Program

The program will define the area required for the museum including front of house and back of house requirements. Sizing of areas will be estimated based on historic tourism patterns and anticipated growth.

Develop Preliminary Illustrative Building and Site Plan Diagram

Based on information gathered from Consumer Testing PGAV will develop a preliminary plan to outline the physical location and proximity of products, and aid in developing cost estimates. PGAV will coordinate with staff to coordinate new concepts, products and proposed layouts with any previous facility programming and diagram development.

OVERALL TOURISM PRODUCT DEVELOPMENT

The process will generate ideas for new tourism strategies and products in addition to the museum. PGAV will generate narratives and sketches to articulate the vision for the elements and how they relate to the overall destination success.

Prepare Cost Estimates of New Products

PGAV will use our extensive database of actual project costs to develop realistic, informed estimates of all experience design fabrication, media production, and architectural construction costs.

PHASE THREE– IMPLEMENTATION PLAN

The Implementation Plan provides a roadmap and timeline for the rollout of the museum and tourism products.

Program Recommendations

Based on the community stakeholder input, market analysis, inventory, peer venue analysis, and trend analysis we will develop need and market-based recommendations for the potential facilities and venues located in Independence. Recommendations will present appropriate venue sizes, capacities, and other factors considering market potential, limitations, and the competitive environment.

Funding Mechanisms

Recommendations will also include consideration of potential funding mechanisms and long-term revenue implications. These funding mechanisms could include local, state, or federal incentives, grants, and private funding.

Prioritization Matrix

These recommendations will be provided in a prioritization matrix, considering timeline, market impact, revenue generation, overall tourism growth, and sustainability. Identified roles and responsibilities will also be included to ease in implementation.



Summary Report

A concise final draft report will be prepared and submitted for review and comment. Following review, a revised final report incorporating responses to questions and comments will be issued.

MEETINGS AND WORKSHOPS

PGAV proposes the following schedule of meetings and workshops for the three-phase process. In addition to the face-to-face meetings in Independence, PGAV will arrange web and phone conferences as needed.

- **Workshop 1: Phase One Initiation.** The PGAV team (3-4 people) will travel to Independence for a 2-day trip consisting of a project initiation workshop and multiple stakeholder meetings. We make ourselves available during the evenings of the multiday workshops for stakeholder meetings of social events to promote the project. During this trip, the PGAV team requests a tour of key tourism assets and potential museum sites.
- **Workshop 2: Phase One Progress (Virtual).** The PGAV will lead a planning workshop/progress review with the project team, as well as additional meetings with stakeholders.
- **Workshop 3: Phase Two Initiation.** The PGAV team (3-4 people) will travel to Independence for a 2-day trip consisting of a Phase One visioning and strategy presentation and a Phase Two kickoff. The schedule should allow for additional stakeholder meetings.
- **Workshop 4: Phase Two Progress (Virtual).** PGAV will show creative and planning options for the museum and other assets.
- **Workshop 5: Phase Two Review.** The PGAV team (3-4 people) will travel to Independence to review experience products, museum architectural program, and planning diagrams. For efficiency, we would also use this trip as an opportunity to kick off Phase Three.
- **Workshop 6: Phase Three Final Presentation.** Work on the implementation plan will build on the kickoff during Workshop 5 and include virtual working sessions. The final presentation will cover the implementation plan and work from other phases to present a holistic picture of the strategic development scope and project vision.

STRATEGIC DEVELOPMENT DELIVERABLES

Destination Strategic Assessment Report

The document, produced as a PowerPoint Presentation, will describe the tourism and museum vision and how it supports the community. The report will summarize the findings of Phase One including:

- Project Goals and Parameters
- Community Input
- Interpretive Research
- Facility Assessment
- Market Research/Segmentation
- Competitive Assessment
- Brand Strategy

Product Development Summary

This document, produced as a PowerPoint presentation, will describe the:

- Interpretive plan/matrix
- Narrative describing the organization strategies, programmatic zones, and key visitor experiences for use in development/partnerships/sponsors.
- Artists concept renderings of key visitor experiences (up to 8 final)
- Architectural diagrams showing visitor flow, critical adjacencies, and area allocations for front and back of house functions of the Museum
- Capital cost estimate of the Museum? Other aspects?

Implementation Plan Report

This document, produced as a PowerPoint presentation, will describe the:

- Phased Implementation Plan
- Museum Vision

A final presentation and deliverable will combine the three separate documents into a single document with a holistic vision for the museum.

SCHEDULE

PGAV anticipates six (6) months/26 weeks to complete the scope described within this document, breaking down approximately as follows:

- Phase One: Eight (8) weeks, including two workshops
- Phase Two: Ten (10) weeks, including three workshops *
- Phase Three: Eight (8) weeks, including final presentation

COMPENSATION

PGAV will provide the scope of services outlined above for a fixed fee of **\$248,880**. We will invoice for work completed each month on percentage by phase. A detailed breakdown of hours by phase is estimated on the attached spreadsheet.

Direct project expenses including printing and reproduction costs, mileage, meals and other travel expenses for our St. Louis team members, are in addition to the fixed fee and will be billed at cost.

ADDITIONAL SERVICES

Visitor Experience Product Testing/Evaluation

PGAV works with third party firms to conduct testing. We will work with the museum to develop an appropriate and cost-effective approach to testing, but the cost will vary with scope, so it is not included at this time.

Interpretive Plan Development

Strategic development includes high level interpretive planning. PGAV can advance the interpretive plan in conjunction with the full exhibit design process.

**Exhibit Design**

PGAV can develop exhibits beyond the master plan level through preliminary design, final design, and production art direction.

Program/Show Development

PGAV can develop scripts and creative treatments for programmatic museums experiences incorporating live presenters and/or media.

Architectural Services

PGAV is a licensed architect in Missouri and can provide architectural design as needed to support the visitor experience, including the museum and other proposed tourism products.

Thank you for the opportunity to assist the City of Independence with this important assignment. We are excited to begin planning the transformation of tourism for the City of Independence. If you need additional information or have any questions, please don't hesitate to call.

Sincerely,
PGAV Architects

A handwritten signature in black ink, appearing to read 'Jennifer S. Goeke'.

Jennifer S. Goeke, RA
Project Leader

Cc: Steve Troester, Andy Struckhoff, Tom Owen, Chris Davis

Approved by Owner:

Signature

Date

Phase	Task	Team A			Team B			Destinations			Architects			Architect/ Designer I	Total Fee by Task
		Vice President	Senior PM	PM	Vice President	Senior PM	PM	Vice President	Principal	Vice President	Senior PM	Principal			
Phase One: Destination Assessment		\$ 250	\$ 195	\$ 160	\$ 250	\$ 190	\$ 140	\$ 220	\$ 180	\$ 140					
	Workshop 1 (in person) - Kick Off	8			8			4						4	\$ 9,120
	Define Planning Goals & Parameters	2			2			2						2	\$ 2,180
	Stakeholder Meetings (4-6) - Focus Groups of Like Stakeholders	12	12		12	12		12	12	12	12	12	12	24	\$ 17,100
	Stakeholder Interviews (8-10) - Individual Interviews		20	20	12	24	24	4	24	24	24	24	24	24	\$ 22,340
	Synthesize Community Input	4	24	24	4										\$ 19,400
	Conduct Story & Interpretive Planning Research				10										\$ 2,860
	Assess Site & Facilities	12	12		12	12	12	12	12	12	12	12	12	12	\$ 17,100
	Assess Market Potential & Audience Segmentation		24	12											\$ 6,960
	Trade Area Inventory		12	12											\$ 4,620
Phase Two: Product Development	Trade Area Market Analysis	12	24	24											\$ 11,880
	Workshop 2 (Virtual) - Update	2	2	2	4	4		2	4	8	2	2	2	8	\$ 5,970
	Peer Venue Analysis			12											\$ 2,280
	Trend Analysis				4										\$ 1,360
	Brand Strategy				4										\$ 1,360
	Destination Strategic Assessment Report														\$ 1,360
	Workshop 3 (in person) - Product Development				8										\$ 2,720
	Develop an Interpretive Matrix (National Trails Museum)				8										\$ 2,720
	Develop Guest Experience Concepts (National Trails Museum)				4										\$ 8,760
	Workshop 4 (virtual) - Update	2	2	2	4	4		2	4	8	4	24	24	4	\$ 8,210
Phase Three: Implementation Plan	Develop an Architectural Program (National Trails Museum)				4										\$ 3,640
	Develop Preliminary Illustrative Building & Site Plan Diagram (National Trails Museum)														\$ 10,880
	Prepare Cost Estimates of New Products (Overall Product Development)							12		8	8	8	8	8	\$ 5,200
	Workshop 5 (in person) - Update & Kick-Off				8			4	8	8	8	4	4	4	\$ 6,400
	Product Development Summary Report				8										\$ 5,320
	Program Recommendations	6	6		4					8	8				\$ 6,630
	Funding Mechanisms	12	12								2				\$ 5,700
	Prioritization Matrix	6	18	6	4			2		6	6				\$ 9,630
	Implementation Plan Report	4	24		4					4	12				\$ 14,080
	Workshop 6 (in person) - Final Presentation	8	8		4			4	8	8	8	8	8	8	\$ 9,520
Phase Three: Implementation Plan	Final Presentation Rendering														\$ 9,320
	Final Document	6	24							4	12	24	24		\$ 14,460
		96	224	114	148	144	228	58	144	228	320	320			
	\$24,000	\$43,680	\$18,240	\$37,000	\$27,360	\$41,040	\$12,760	\$27,360	\$41,040	\$44,800					
		\$85,920		\$37,000		\$125,960									

TOTAL FEE		\$ 248,880
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CERTIFICATE OF LIABILITY INSURANCE

10/18/2022

DATE (MM/DD/YYYY)

10/12/2022

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1358040 Peckham Guyton Albers & Viets, Inc. 200 N. Broadway Suite 1000 St. Louis MO 63102	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Cincinnati Casualty Company		28665
	INSURER B: Lloyds of London		
	INSURER C: The Cincinnati Indemnity Company		23280
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES PECGU01 **CERTIFICATE NUMBER:** 19029314 **REVISION NUMBER:** XXXXXXXX

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 SUBR INSD 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"/> SEVERABILITY CLAUSE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	EPP0584708	7/24/2022	7/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	EPP0584708	7/24/2022	7/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	EWC0584709	7/24/2022	7/24/2023	<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
B	Architects & Engr Professional	N	N	LDUSA2104198	10/18/2021	10/18/2022	\$1,000,000 EACH CLAIM & IN THE ANNUAL AGG; \$75,000 DED. FOR ALL PROJECTS.

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

RE: ARCHITECT, ENGINEERING, AND SURVEY SERVICES. CITY OF INDEPENDENCE, MISSOURI IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

19029314 CITY OF INDEPENDENCE, MISSOURI 416 W. MAPLE AVENUE TRUMAN MEMORIAL BUILDING, OFFICE 205 INDEPENDENCE MO 64050	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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