

RESOLUTION R-15-72

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH LAND3 STUDIO LLC IN THE AMOUNT OF 9% OF THE TOTAL CONSTRUCTION COST NOT TO EXCEED \$147,000.00 FOR THE DESIGN AND IMPLEMENTATION OF THE HOBBY HILL PARK RENOVATION PLAN.

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to develop construction documents, bid services and administer construction of the Hobby Hill Park renovation; and

WHEREAS, the City desires to engage the Architect to render professional Landscape Architecture services for the project described in this Agreement, and the Landscape Architect is willing to perform such services.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into a contract with Land3 Studio LLC for work outlined in the renovation of the Hobby Hill Park renovation plan for a total amount of 9% of the total construction cost, not to exceed \$147,000.00.

FURTHER, funds for such purpose are authorized from the Hobby Hill Bond Proceeds.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 26TH DAY OF OCTOBER 2015.




Mayor Bill Garnos

ATTEST:



Ruth E. Bocchino, City Clerk

Memo

To: Kirk L. Davis, City Manager
From: Justin Merkey, Director of Parks and Recreation 
Date: 10/20/2015
Re: Hobby Hill Selection Committee Recommendation

A Request for Qualifications seeking qualified firms with experience in Landscape Architecture Design to design and oversee the renovation of Hobby Hill Park was advertised. A total of five firms responded and were reviewed/scored by the selection committee. Land3 Studio, LLC and Confluence were selected by the committee to be interviewed.

An abbreviated scope of services is listed below:

- Conduct Site Survey including Geotechnical, Wetland Analysis, and Stormwater Study
- Develop Design plans including Traffic Control Strategy and Utility Extensions
- Develop Construction Documents including wetland permit drawings, city permit documents and design details
- Oversee permitting based on the criteria of the Missouri Department of Natural Resources, U.S. Fish and Wildlife, and U.S. Army Corps of Engineers.
- Develop bid documents and oversee implementation of the construction

After the process of scoring and interviewing, the committee is recommending Land3 Studio, LLC as the firm to develop design specifications and bid documents for the renovation of Hobby Hill Park.

I would like to thank the following for serving on the selection committee: Matt Hoops, Parks Superintendent; Anthony Sands, City Engineer; Glen Whitten, Contract Administrator; Russ Collins, Recreation Specialist; and Austin Greer, Graduate Assistant.

If you would like to review Land3 Studio, LLC's qualifications or discuss the committee's selection process, please let me know.

R-15-72

PROFESSIONAL LANDSCAPE ARCHITECTURE SERVICES AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this 29 day March of 2016, (the "Effective Date") by and between the City of Gladstone, a Missouri municipal corporation (the "City") and Land3 Studio, LLC, a Missouri limited liability company (the "Landscape Architect").

WITNESSETH:

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to complete the renovation of Hobby Hill Park ("Park"); and

WHEREAS, the City desires to engage the Landscape Architect to render professional landscape architecture services for the project described in this Agreement and the Landscape Architect is willing to perform such services.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, the parties hereto hereby agree as follows:

ARTICLE I

DESCRIPTION OF PROJECT

The Hobby Hill Park Renovation Project (the "Project") includes the following:

Based on the Master Plan for the Park approved in 2015 (the "Master Plan"), the primary elements for Phase I improvements include a new entry off of Broadway, parking, restrooms, shelter(s), generational play, sled hill, and walking trails. These improvements will be focused on a newly constructed wetland area and wetland "Walk 'n' Learn" Trail that connects passive reflection nodes identified as key by the City's planning partners.

ARTICLE II

LANDSCAPE ARCHITECT'S SCOPE OF SERVICES

1. The Landscape Architect shall perform professional Landscape Architecture services relevant to the Project in accordance with the terms and conditions set forth herein. The Landscape Architect's scope for providing design services for the Project includes the following (hereinafter the "Services" or "Work"):

Project Initiation

Geotechnical investigation, topographic survey, storm water analysis, and analysis of off-site issues related to traffic, utilities, future development, or other issues that could have an impact on the future development of the Park.

Topographic Survey

Prepare a topographic survey for the Phase I area that includes pavement shots, drainage structures, utilities, ditch flow lines, structures, significant trees, and contours at one (1) foot intervals. The survey shall serve as a base map for design of the improvements.

Geotechnical Investigation

Perform borings across the proposed paved areas, and the wetland area for analysis of soil conditions for use in the design process. The soils information will be used as the basis for structural design of footings, pavement and other improvements.

Wetland Analysis & Storm Water Study

The Landscape Architect shall provide the following:

Hydrologic Design

Perform hydrologic calculations to analyze multiple storm events. Drainage areas shall be delineated using LiDAR contour mapping and the survey. Use the NRCS curve number method and (HEC-HMS) modeling to determine time of concentration and flow rates to the proposed constructed wetland site.

Hydraulic Design

Design appropriate outfall structure(s) to maintain the water surface elevation of the design storm within the wetland while providing an overflow for the larger storm events. Utilize hydrologic and hydraulic models to calculate the hydraulics of the outlet. Address energy dissipation as the flow enters the wetland as well as at the outfall from the overflow structure.

Wetland as an Amenity

Design & integrate the wetland element as an amenity providing habitat for multiple species including fish, birds, and amphibians. Integrate diversity into to the wetland impoundment system with educational signage and multiple reflection nodes around the wetland.

Traffic & Utilities

Review available traffic studies in the area. Work with the City's traffic engineer in evaluating the benefits of different traffic scenarios and, based on the character of the proposed improvements, recommend the best alternative for access to the park. Evaluate the appropriate access point location for proper sight distance. Address utilities relocation and box culvert modifications.

The drive will extend to the proposed parking lot at the shelter and restroom area and utilities will be extended to these as well.

Schematic Design - Master Plan Validation

Drawing on the information from surveys, analysis, and investigation, develop schematic design documents that further resolve the Master Plan components and give a basis for validating the project scope, timeline and budget. Conduct regular meetings with City staff, working closely to create a vision for the Park and develop a firm implementation framework for Phase I.

Initiate discussions with potential partners that may include the Missouri Department of Conservation, trails organizations, and other parties that might have meaningful involvement in the Park construction and upkeep.

The final schematic package shall include a comprehensive summary of the improvements and related opinions of implementation costs.

Permitting

Prepare the required permit applications and submittals to the agencies included in this section. The anticipated permits are listed below.

Missouri Department of Natural Resources

The Missouri Department of Natural Resources (MDNR) requires that a General Operating Permit be obtained for land disturbance sites that disturb one (1) or more acres of land and the primary requirement of this permit is the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP).

U.S. Fish & Wildlife

The U.S. Fish & Wildlife has three basic permit types regarding endangered species. As part of this permit process, it will be determined if the Project area is habitat for endangered species.

U.S. Army Corps of Engineers

The U.S. Army Corps of Engineers has jurisdiction of the discharge of dredged and fill material into a water of the United States based on Section 404 of the Clean Water Act. For this project involving the design of a constructed wetland, it is likely that Nationwide Permit 43 – Storm water Management Facilities will be applicable.

Construction Documents & Bidding

Prepare the appropriate plans, documentation, coordination and oversight review for the proposed improvements focused to bidding and implementation. Include key City staff input in the design process while meeting the requirements for integrated departmental review and approval.

Final plans, specifications, bidding documents, and necessary contract documents shall facilitate a single project delivery framework that meets the requirements of the City. These documents shall focus on permitting and jurisdictional approval, bidding, and contracting.

During the bidding and permitting process, lead efforts to resolve jurisdictional and permitting processes, facilitate the bidding process through response to inquiries, pre-bid meeting, and issuance or necessary clarifications and addenda.

Construction & Post Construction Phase

During construction, provide limited construction phase services, including on-going documentation, coordination, and review to assist the City during the bidding and construction phases of the Project. These tasks shall include:

- On-site visits during the construction.
 - Weekly progress meetings with the City, construction contractor and consultant(s).
 - Review of shop drawings and other applicable submittals.
 - Review pay applications consistent with the progress of the construction work.
 - Prepare and maintain an on-going log of completion/working punch list.
 - Provide post construction monitoring and one (1) year warranty evaluation.
 - Prepare record drawings based on information provided by the contractor.
 - Evaluate the Project completion for purposes of certifying final acceptance of the Project.
2. Immediately upon execution of this Agreement and upon receipt of a "Notice to Proceed" from the City, the Landscape Architect shall enter upon the duties herein prescribed, proceed with the Work continuously, and complete the Work (other than the Construction & Post Construction Phase services) on or before September 1, 2016. The City is not liable for and shall not pay the Landscape Architect for any services rendered before the Landscape Architect receives written authorization.
 3. If any delay is caused to the Landscape Architect by order of the City to change the design or plans; by failure of the City to designate easements, right-of-way, or to supply or cause to be supplied any data not otherwise available to the Landscape Architect which is required in performing the Work described; or by other delays due to causes entirely beyond the control of the Landscape Architect, then, in that event, the time schedules shall be adjusted equitably, in writing, as mutually agreed between the City and the Landscape Architect at the time a cause for delay occurs.
 4. Since the work of the Landscape Architect must be coordinated with the activities of the City (including firms employed by and governmental agencies and subdivisions working with the City), the Landscape Architect shall advise the City in advance, of all meetings, and conferences between the Landscape Architect and any governmental agency, political subdivision, or third party which is necessary to the performance of the Work by the Landscape Architect.
 5. If changes occur in the Scope of Services, a supplemental agreement for additional services may be negotiated at the request of either party.

ARTICLE III

LANDSCAPE ARCHITECT'S FEE

1. Fee for Services.

- a. As compensation for the Services (other than fees for the Topographic Survey and Geotechnical Investigation separately approved and authorized by the City) and actions required in the fulfillment of the terms and conditions of this Agreement, the Landscape Architect shall be paid a fee as provided herein (the "Fee for Services"), which shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Fee for Services shall be based upon time and materials expended on the Project in the total amount of nine percent (9%) of the total construction cost, not to exceed \$147,000.00.

b. **Payment Schedule for Compensation.** The compensation for the Work shall be paid in monthly installments based upon time and materials expended by the Landscape Architect. The Landscape Architect shall provide City with a monthly invoice. The invoice shall summarize by phase hours worked, standard billing rates, and a summary of expenses incurred over the billing period. The City shall pay invoices within thirty (30) days of receipt of such invoice.

2. **Payment for Additional Services.** The City and Landscape Architect shall negotiate a written supplemental agreement and the associated fees for additional services should the need arise for work beyond the agreed upon scope of services.

ARTICLE IV

OWNERSHIP OF PLANS AND DOCUMENTS; RECORDS

1. The Landscape Architect shall be deemed the author and owner of the drawings, specifications, and other documents (the "Instruments of Service") prepared by the Landscape Architect pursuant to this Agreement and shall retain all common law, statutory, and other reserved rights, including copyrights in the Instruments of Service. Upon execution of this Agreement, the Landscape Architect grants to the City a non-exclusive license to reproduce the Instruments of Service for the purpose of designing, administering, and maintaining the Project. Any termination of this Agreement prior to completion of the Services shall terminate this license.
2. Prior to the Landscape Architect providing to the City any Instruments of Service in electronic form or the Landscape Architect providing to the City any electronic data, the Landscape Architect shall have obtained from the City, in writing, the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement. Such writing shall be in form acceptable to the Landscape Architect.
3. If the City has performed its obligations under this Agreement, the City shall have the non-exclusive license to copy, use, modify, and distribute the Instruments of Service for its own use, including use by its agents or representatives, for purposes of the Project, but not for commercial resale to third parties without prior written approval by Landscape Architect, subject to the terms of this Agreement. The parties agree that construction documents are not intended or represented to be usable as construction documents for other than those construction purposes for which they were designed and sealed. If the City chooses to reuse any construction documents without the Landscape Architect's direct professional involvement, the Landscape Architect shall be entitled to request that the City remove the name and seal of the Landscape Architect from them, and any such reuse shall be at the City's risk.
4. Notwithstanding anything in this Agreement to the contrary, Landscape Architect shall retain its rights in pre-existing standard drawing details, specifications, databases, computer software, and other proprietary property, as well as its rights in other intellectual property developed during the performance of the Services not specifically granted to the City herein.

The City's license, as set forth in this Agreement, shall not prohibit or limit the Landscape Architect from future use of standard design details or specification sections used in the Services and deliverables produced by the Landscape Architect in the ordinary course of its business.

5. The City shall be furnished, at no additional cost, five (5) copies of the final construction documents, submittals, and drawings. The Landscape Architect shall also deliver these in electronic format.
6. The City shall make copies for the use of the Landscape Architect of all of its maps, records, laboratory tests, or other data pertinent to the Work to be performed by the Landscape Architect pursuant to this Agreement and also make available any other maps, records, or other materials available to the City from any other public agency or body. The Landscape Architect shall have no liability for defects in the Services attributable to the Landscape Architect's reliance upon or use of data, design criteria, as-built drawings, or other information furnished by the City or third parties retained by the City.
7. The Landscape Architect shall furnish to the City copies of all maps and records which were developed in the course of performing the Work for the City and for which compensation has been received by the Landscape Architect.

ARTICLE V

TERMINATION

1. This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party and the failure by the breaching party to cure or commence proceedings in good faith to remedy such breach within fifteen (15) days after receipt of such written notice. The City's reuse of the Instruments of Service without written verification or adaptation by Landscape Architect for the specific purpose intended shall be at City's risk.
2. This Agreement may be terminated by the City for its convenience upon fifteen (15) days prior written notice to the Landscape Architect.
3. In the event of termination, as provided in this Article, the Landscape Architect shall be paid as compensation in full for services performed to the date of such termination, an amount calculated in accordance with Article III of this Agreement. Such amount shall be paid by the City upon the Landscape Architect's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Landscape Architect in performing the Services included in this Agreement, whether completed or in progress.

ARTICLE VI

ASSIGNMENT

This Agreement shall not be assignable except at the written consent of the parties hereto and if so assigned shall extend to and be binding upon the successors and assigns of the parties hereto except that it may be assigned without such consent to the successor of either party or to a related entity, an affiliate, or wholly owned subsidiary of either party but such assignment shall not relieve the assigned party of any of its obligations under this Agreement.

ARTICLE VII

DISCLOSURE

The Landscape Architect hereby affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional design services to the City within the two (2) years preceding the execution of this Agreement.

ARTICLE VIII

INDEMNITY; STANDARD OF CARE; LIMITATION ON LIABILITY

1. The Landscape Architect agrees to indemnify and hold harmless the City and its officers, agents, and employees from and against all suits, actions, attorney fees, costs, expenses or claims of any character brought because of any injury or damage received or sustained by any person, persons, or property to the extent caused by any negligent act, error, or omission of the Landscape Architect or its agents or employees. The Landscape Architect is not required hereunder to defend the City, its officers, agents or employees, or any of them from assertions that they were negligent, or indemnify and save them harmless from liability based on the City, its officers, agents or employees' negligence.
2. Landscape Architect shall perform the Services in accordance with the standards of care and diligence normally practiced by recognized landscape architecture firms in performing services of a similar nature in existence at the time of performance of the Services. If, during the one (1) year period following completion of the Services it is shown there as an error in the Services provided caused solely by the Landscape Architect's failure to meet such standards and the City has notified the Landscape Architect in writing of any such error within that period, the Landscape Architect shall re-perform, at no additional cost to the City, such Services within the original scope of Services as may be necessary to remedy such error.
3. As partial consideration for the Agreement by Landscape Architect to provide the Services under this Agreement at the agreed upon fees, City agrees that the liability of Landscape Architect shall be limited to the amount of economic damages sustained by City resulting from the negligent errors or omissions of Landscape Architect, but that in all events the maximum exposure of Landscape Architect shall not exceed the amount of Landscape Architect's professional liability insurance.

ARTICLE IX

INSURANCE

The Landscape Architect shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below and shall maintain such insurance until this Agreement is terminated.

1. **Commercial General Liability Insurance.** Commercial general liability coverage in an aggregate amount of not less than \$2,000,000 for all claims arising out of a single accident or occurrence and \$1,000,000 for any one (1) person in a single accident of occurrence.
 - a. The following endorsements shall attach to the policy:
 - (i) The policy shall cover personal injury as well as bodily injury.
 - (ii) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
 - (iii) Broad form property damage liability shall be afforded.
 - (iv) The City shall be listed as an additional insured.
2. **Workers' Compensation Insurance.** Workers' Compensation Insurance at the limits required by Missouri law for all employees, and in the event any work is sublet, the Landscape Architect shall require any subcontractors to provide Workers' Compensation insurance for all subcontractors' employees, in compliance with Missouri law. The Landscape Architect hereby indemnifies the City for any damage resulting to it from failure of either the Landscape Architect or any contractor or subcontractor to obtain and maintain such insurance.
3. **Commercial Automobile Liability Insurance.** Commercial Automobile Liability Insurance with a minimum limit of \$400,000 for any one (1) person per occurrence and \$2,000,000 for claims arising out of a single accident or occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. The insurance shall be written on a Commercial Business Auto form, or an acceptable equivalent, and shall protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Agreement, by the Landscape Architect or any sub-consultants. The minimum limits for commercial automobile liability insurance may be satisfied by maintaining excess/umbrella liability coverage in an amount sufficient to meet the minimum limits.
4. **Professional Liability Insurance.** Professional liability insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate coverage.

ARTICLE X

DISCRIMINATION PROHIBITED

In performing the Services required hereunder, the Landscape Architect shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

ARTICLE XI

PRE-EXISTING CONDITIONS; ENVIRONMENTAL

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall not be assumed by the Landscape Architect. "Pre-existing contamination" is any hazardous or toxic substance, material, or condition present at the site or sites concerned which was not brought onto such site or sites by the Landscape Architect for the exclusive benefit of the Landscape Architect to the extent the City is responsible for such contamination.

Other than coordination of site investigation services by an environmental engineering firm, Landscape Architect shall have no responsibility for the discovery, investigation, reporting, presence, abatement, replacement, handling, storage, discharge or removal of, or exposure of persons or property or the environment to, hazardous materials in any form at the Project, including, but not limited to, asbestos, asbestos products, PCB's, or any other toxic, carcinogenic, pollutant or hazardous substances, contaminants or materials; provided that nothing herein shall be construed to excuse the Landscape Architect from responsibility and liability for Landscape Architect's own negligent actions, errors, or omissions.

ARTICLE XII

FORCE MAJEURE

Landscape Architect shall not be in default under this Agreement for delays in performance caused by circumstances beyond its reasonable control. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; lockouts, work slowdowns, and other labor disturbances; riots; sabotage; judicial restraint; and, inability to procure permits, licenses or authorizations from governmental agencies for any of the supplies, materials, access or services required to be provided under this Agreement.

Should such circumstances occur, the Landscape Architect shall give the City written notice of such event within a reasonable time and the parties shall mutually agree on a reasonable extension of the Project schedule and any appropriate adjustment to the Landscape Architect's compensation.

ARTICLE XIII

MEANS AND METHODS; SAFETY

Landscape Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, for failure of any contractor to comply with the drawings and specifications, or for safety precautions or programs in connection with the construction work.

Neither the professional activities of the Landscape Architect, nor the presence of Landscape Architect or its employees and design consultants at the Project shall relieve any construction contractor or the City of their obligations, duties and responsibilities with respect to job site safety, including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating the Project in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. City recognizes and agrees that the Landscape Architect and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with the Project or any health or safety precautions.

City agrees that persons, firms or entities other than Landscape Architect are solely responsible for job site safety and City warrants that this intent shall be made evident in such other agreements as may exist between City and persons, firms or entities other than the Landscape Architect for this Project. Landscape Architect shall have no contractual duties or responsibilities of any nature or kind whatsoever for job site safety. Landscape Architect shall have no contractual duty or obligation to design, implement, inspect for or enforce any job site safety rules, procedures, requirements or conditions. The primary responsibility for all job site safety matters, without exception, shall be within the exclusive control of persons, firms or entities other than Landscape Architect. Landscape Architect shall not be required to assume any contractual or other duties or obligations to provide for or assure job site safety, expressly or by implication, under this Agreement, or any course of conduct.

ARTICLE XIV

WORK AUTHORIZATION

Pursuant to 285.530(1), RSMo., by its sworn affidavit in substantially the form attached hereto as Exhibit A and incorporated herein, Landscape Architect hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted Services. Furthermore, Landscape Architect affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the Services.

ARTICLE XV

RELATIONSHIP OF PARTIES

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that Landscape Architect shall be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, and Missouri Workers' Compensation and Unemployment Insurance laws.

ARTICLE XVI

COMPLIANCE WITH LAWS

Landscape Architect shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Services. Landscape Architect shall secure all licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

ARTICLE XVII

GOVERNING LAW

This Agreement shall be governed by and construed according to the laws of the State of Missouri and it is agreed that Clay County, Missouri is the proper venue for any action pertaining to the interpretation or enforcement of any provision within or the Services performed under this Agreement.

ARTICLE XVIII

CONFLICT OF INTEREST

Landscape Architect certifies that no member or officer of its firm or company is an officer or employee of the City or any of its boards or agencies and further that no officer or employee of the City has any financial interest, direct or indirect, in this Agreement. All applicable federal regulations and provisions of Section 105.450 et seq., RSMo., shall not be violated.

ARTICLE XIX

COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

ARTICLE XX

ADMINISTRATION OF AGREEMENT

The City Manager or his authorized representative shall administer this Agreement for the City.

ARTICLE XXI

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Land 3 Studio, LLC:

Bob Bulgh

Title: Member-Manager

City of Gladstone, Missouri:

Kirk L. Davis
Kirk L. Davis, City Manager

Attest:

Ruth Bocchino 3/29/16
Ruth Bocchino, City Clerk

EXHIBIT A

CITY OF GLADSTONE, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)

STATE OF MISSOURI)
COUNTY OF Jackson) ss.

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

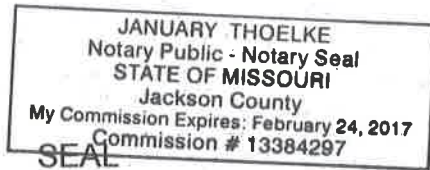
BEFORE ME, the undersigned authority, personally appeared Bob G. Bushyhead, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Bob G. Bushyhead and I am currently the Member/Manager of Land 3 Studio, LLC (hereinafter "Consultant"), whose business address is 317 SE Main Street, Lee's Summit, Missouri 64063, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Consultant is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the Hobby Hill Park landscape architecture services contracted between Consultant and the City of Gladstone, Missouri.
4. Consultant does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Bob G. Bushyhead
Affiant

Bob A. Bushyhead
Printed Name

Subscribed and sworn to before me this 32 day of MARCH, 2016.




Notary Public