

**RESOLUTION R-16-07**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH GOULD EVANS ASSOCIATES L.C. IN THE AMOUNT OF \$76,930.00 FOR THE IMPLEMENTATION OF THE GLADSTONE COMMUNITY CENTER RENOVATION.**

**WHEREAS**, the accomplishment of the work and services described in this Agreement is necessary and essential to complete a renovation of the Gladstone Community Center; and

**WHEREAS**, the City desires to engage the Architect to render professional Architectural services for the project described in the Agreement, and the 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 Gould Evans Associates L.C. for work outlined in the contract for a total amount not to exceed \$76,930.00 to perform architectural services.

**FURTHER**, funds for such purpose are authorized from the Certificates of Participation, Series 2015.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 8<sup>TH</sup> DAY OF FEBRUARY 2016.**



\_\_\_\_\_  
Mayor Bill Garnos

ATTEST:



\_\_\_\_\_  
Ruth E. Bocchino, City Clerk

# Memo

**To:** Kirk L. Davis, City Manager  
**From:** Justin Merkey, Director of Parks and Recreation  
**cc:** Scott Wingerson, Assistant City Manager  
**Date:** January 27, 2016  
**Re:** Community Center Renovation



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As you are well aware, the Recreation Division has moved into the community center and is currently operating out of temporary office space within the center. Staff has been in contact with Gould Evans, the original architecture firm that designed the community center, about renovating the interior of the community center space. As a result, the following changes inside the center are being proposed and require professional design work:

1. Relocation of the break room to the first bay of the men's locker room which will provide an additional office space in the administration wing of the center.
2. Transformation of the first bay of the women's locker room into storage with access on the main hallway.
3. Relocation of the current concession stand to the first level restroom location at the natatorium event entry. Staff has concluded that these restrooms are rarely used during the even the largest meets and that relocating concession here will most likely increase sales given the proximity of the new location to the natatorium seating. This relocation will provide up to three offices spaces located adjacent to the main lobby of the center.

As a result, staff is recommending that we enter a professional services contract with Gould Evans to design this renovation project. Since Gould Evans is the architect that designed the center and is very familiar with the building, staff has foregone the typical RFQ process for this project.

During the Monday night study session I will present the details of the plan. Please let me know if you have any questions.



January 29, 2016

Scott Wingerson  
City of Gladstone  
7010 N. Holmes  
Gladstone, MO 64118

Re: Gladstone Community Center Renovation

Scott:

We are pleased to present this proposal for architectural services for the Gladstone Community Center Renovation. This letter agreement is a Notice-to-Proceed so the design team and start preparation of documents. Attached with this letter is our standard AIA Contract (B101) for the City to review and comment.

***Proposal Understanding:***

Gladstone wishes to renovate three different areas of the existing Community Center to provide more office space for expanding staff needs. These areas consist of:

Area 1 (administration area) – Where the existing break room will be converted into an office and space will be utilized from both the women's and men's locker room to provide a break room and storage space.

Area 2 (existing 1<sup>st</sup> floor toilets) – Where the existing men's and women's toilets located on the west end of the building will be renovated into a new concession area and storage room.

Area 3 (existing concession) – Where the existing concession and storage will be renovated into new offices with the intent to achieve 3-4 both private and enclosed offices.

We understand the construction estimate provided during the study to be \$212,000 for these three spaces.

***Scope of Services:***

**1. Documentation for Construction Documents**

4041 MILL STREET  
KANSAS CITY, MO 64111  
816.931.6655

KANSAS CITY LAWRENCE PHOENIX TAMPA SAN FRANCISCO NEW ORLEANS  
WWW.GOULDEVANS.COM

- 
- Estimated duration – 2 months
  - Estimated architectural hours – 288
  - Estimated architectural fee - \$28,140
2.     **Bidding & Permitting Phase**
- Estimated duration – 1 month
  - Estimated architectural hours – 48
  - Estimated architectural fee - \$4,800
3.     **Construction Administration**
- Estimated duration – 1 month
  - Estimated architectural hours – 179
  - Estimated architectural fee – \$15,640
4.     **Schedule**
- Documentation – Completed bidding set by April 15<sup>th</sup>.
  - Permit & Bidding – Duration through May, Bids received by March 31<sup>st</sup>.
  - City Contract approval process – Duration through June.
  - Construction – Duration for 5 months, completed by November 30<sup>th</sup>.

***Services Not Included:***

This proposal does NOT include the following professional services:

- Geo-technical Investigation and Report
- Civil Engineering
- Landscape Architecture
- Cost Estimating
- Fixtures, Furnishing and Equipment Selection
- A Complete Existing Facilities Survey
- AV Systems and Equipment Design, Coordination and Selection

**Total Compensation:**

The total compensation for this proposal is

Gould Evans – Architectural	\$49,930
Henderson Engineers – MEP Engineering	\$24,500
Bob D. Campbell – Structural Engineering	\$ 2,500
Reimbursable Allowance	\$ -

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<b>Total Compensation with reimbursable</b>	<b>\$76,930</b>
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If the services and duration is agreeable, please sign and return a copy of this letter as an executed Notice-to-Proceed. Over the coming weeks we will finalized the contract agreement which will include the above stated scope, schedule and fees.

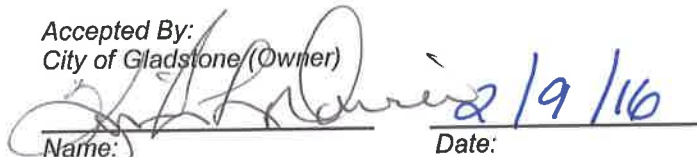
Thank you for this opportunity. We appreciate our relations and look forward to building on our previous experiences together. Please let me know if you have any question regarding this proposal.

Sincerely,  
Gould Evans, P.C. (Architect)



Dan Zeller, AIA  
Principal

Accepted By:  
City of Gladstone (Owner)



Name:

Date:

CITY MANAGER

Title

## PROFESSIONAL ARCHITECTURE SERVICES AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this 7th day of April, 2016, (the "Effective Date") by and between the City of Gladstone, a Missouri municipal corporation (the "City") and Gould Evans, P.C., a Missouri professional corporation (the "Architect").

WITNESSETH:

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to complete the renovation of the Gladstone Community Center ("Center"); and

WHEREAS, the City desires to engage the Architect to render professional architecture services for the project described in this Agreement and the 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 Gladstone Community Center Renovation Project (the "Project") includes the following:

Area 1 (administration area) – Where the existing break room will be converted into an office and space will be utilized from both the women's and men's locker room to provide a break room and storage space.

Area 2 (existing 1<sup>st</sup> floor toilets) – Where the existing men's and women's toilets located on the west end of the building will be renovated into a new concession area and storage room.

Area 3 (existing concession) – Where the existing concession and storage will be renovated into new offices with the intent to achieve 3-4 both private and enclosed offices.

### ARTICLE II

#### ARCHITECT'S SCOPE OF SERVICES

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

## **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 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 June 1, 2016. The City is not liable for and shall not pay the Architect for any services rendered before the Architect receives written authorization.
  3. If any delay is caused to the 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 Architect which is required in performing the Work described; or by other delays due to causes entirely beyond the control of the Architect, then, in that event, the time schedules shall be adjusted equitably, in writing, as mutually agreed between the City and the Architect at the time a cause for delay occurs.
  4. Since the work of the Architect must be coordinated with the activities of the City (including firms employed by and governmental agencies and subdivisions working with the City), the Architect shall advise the City in advance, of all meetings, and conferences between the Architect and any governmental agency, political subdivision, or third party which is necessary to the performance of the Work by the 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**

#### **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 Architect shall be paid a fee as provided herein (the "Fee for Services"), which shall constitute full and complete payment for said Services, 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 not to exceed \$76,930.00.
- b. **Payment Schedule for Compensation.** The compensation for the Work shall be paid in monthly installments based upon time and materials expended by the Architect. The 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 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 Architect shall be deemed the author and owner of the drawings, specifications, and other documents (the "Instruments of Service") prepared by the 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 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 Architect providing to the City any Instruments of Service in electronic form or the Architect providing to the City any electronic data, the 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 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 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 Architect's direct professional involvement, the Architect shall be entitled to request that the City remove the name and seal of the Architect from them, and any such reuse shall be at the City's risk.
4. Notwithstanding anything in this Agreement to the contrary, 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 Architect from future use of standard design details or specification sections used in the Services and deliverables produced by the Architect in the ordinary course of its business.
5. The City shall be furnished, at no additional cost, an electronic copy of the final construction documents, submittals, and drawings.
6. The City shall make copies for the use of the Architect of all of its maps, records, laboratory tests, or other data pertinent to the Work to be performed by the 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 Architect shall have no liability for defects in the Services attributable to the 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 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 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 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 Architect.

3. In the event of termination, as provided in this Article, the 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 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 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 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 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 Architect or its agents or employees. The 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. Architect shall perform the Services in accordance with the standards of care and diligence normally practiced by recognized 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 Architect's failure to meet such standards and the City has notified the Architect in writing of any such error within that period, the 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 Architect to provide the Services under this Agreement at the agreed upon fees, City agrees that the liability of Architect shall be limited to the amount of economic damages sustained by City resulting from the negligent errors or omissions of Architect, but that in all events the maximum exposure of Architect shall not exceed the amount of Architect's professional liability insurance.

## ARTICLE IX

### INSURANCE

The 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 claim 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 Architect shall require any subcontractors to provide Workers' Compensation insurance for all subcontractors' employees, in compliance with Missouri law. The Architect hereby indemnifies the City for any damage resulting to it from failure of either the 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 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 claim and \$2,000,000 aggregate coverage.

## **ARTICLE X**

### **DISCRIMINATION PROHIBITED**

In performing the Services required hereunder, the 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 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 Architect for the exclusive benefit of the Architect to the extent the City is responsible for such contamination.

Other than coordination of site investigation services by an environmental engineering firm, 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 Architect from responsibility and liability for Architect's own negligent actions, errors, or omissions.

## **ARTICLE XII**

### **FORCE MAJEURE**

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 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 Architect's compensation.

## **ARTICLE XIII**

### **MEANS AND METHODS; SAFETY**

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 Architect, nor the presence of 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 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 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 Architect for this Project. Architect shall have no contractual duties or responsibilities of any nature or kind whatsoever for job site safety. 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 Architect. 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, 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, 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 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**

Architect shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Services. 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**

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.

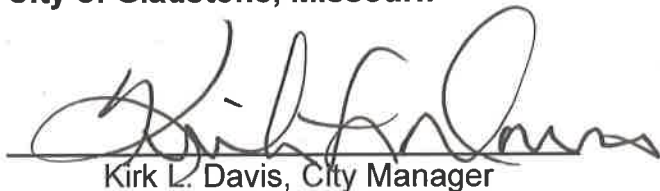
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**Gould Evans:**



Title: PRINCIPAL

**City of Gladstone, Missouri:**

  
Kirk L. Davis, City Manager

**Attest:**

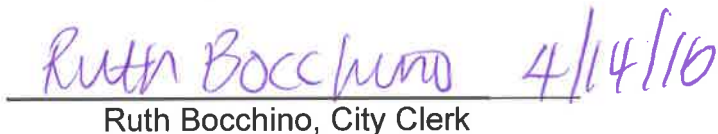
  
Ruth Bocchino, City Clerk

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                     )  
  ) ss.  
COUNTY OF Jackson                     )

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 Daniel C. Zeller, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Daniel C. Zeller and I am currently the Principal of Gould Evans (hereinafter "Consultant"), whose business address is 4041 Mill Street, Kansas City, Missouri 64111, 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 Gladstone Community Center Renovation Project 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.

  
Affiant

DANIEL C. ZELLER.  
Printed Name

Subscribed and sworn to before me this 7<sup>th</sup> day of April, 2016.

  
Notary Public

SEAL

CARRIE JONES  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires Dec. 16, 2018  
Commission # 14395206