

**RESOLUTION R-23-70**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH VIREO, LLC IN THE TOTAL AMOUNT NOT TO EXCEED \$43,500.00 FOR THE PLANNING AND DESIGN OF AN OFF-LEASH DOG PARK, PROJECT CP2259.**

**WHEREAS**, the accomplishment of the work and services described in this agreement are necessary and essential to complete the design of an off-leash dog park; and

**WHEREAS**, the City desires to engage the landscape architecture firm Vireo, LLC to provide planning and design services for the project.

**NOW, THEREFORE, BE IT RESOLVED BY THE 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 professional services agreement with Vireo, LLC for a total amount not to exceed \$43,500.00 for the planning and design of an off-leash dog park.

**FURTHER**, funds for such purpose are budgeted in the CIST Fund.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 23RD DAY OF OCTOBER 2023.**

  
Jean B. Moore, Mayor

ATTEST:

  
Kris Keller, City Clerk



## *Request for Council Action*

RES  # R-23-70

BILL  # City Clerk Only

ORD  # City Clerk Only

Date: 10/16/2023

Department: Parks & Recreation

Meeting Date Requested: 10/23/2023

Public Hearing: Yes  Date: [Click here to enter a date.](#)

Subject: Professional Services Agreement, Off-Leash Dog Park Planning and Design, Project CP2259

Background: The City has received numerous requests for an off-leash dog park over the past few years. A potential site for an off-leash dog park has been identified at the northeast corner of N. Antioch Road and NE 76th Street.

Budget Discussion: Funds are budgeted in the amount of \$ 43,500.00 from the CIST Fund.

Public/Board/Staff Input: An RFQ was advertised and five (5) proposals were received. The landscape architecture firm Vireo, LLC is recommended by staff as the most qualified to complete the work as they have designed many off-leash dog parks.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Justin Merkey  
Department Director/Administrator

JM  
City Attorney

BB  
City Manager

**PROFESSIONAL SERVICES AGREEMENT  
JOINT GLADSTONE/KCMO DOG PARK DESIGN  
PROJECT# CP2259**

THIS AGREEMENT, made and entered into this 4<sup>th</sup> day of April, 2024, by and between the City of Gladstone, a Missouri municipal corporation, hereinafter referred to as the "City" and Vireo, LLC, hereinafter referred to as the "Landscape Architect".

*WITNESSETH:*

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to the public works improvement program of the City; and

WHEREAS, the City desires to engage the Landscape Architect to render professional Landscape Architecting 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**

Development of a dog park design at the northeast corner of NE Antioch Road and NE 76<sup>th</sup> Street including concept development and professional assistance with public engagement, branding, private sponsorships, and understanding operations and maintenance costs more specifically described in Appendix A.

**ARTICLE II**

**LANDSCAPE ARCHITECT'S SCOPE OF SERVICES**

1. The Landscape Architect shall perform professional Landscape Architecting services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in Exhibit A, which is attached hereto and incorporated by reference herein.
2. The Landscape Architect hereby agrees that, immediately upon execution of this Agreement and upon receipt of a "Notice to Proceed" from the City, it will enter upon the duties herein prescribed, proceed with the work continuously, and make the various submittals on or before the schedule specified in Section C of Article IV. The City is not liable and will 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; or 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 will 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 of the Landscape Architect.

### **ARTICLE III**

#### **CHANGES IN SCOPE**

If changes occur either in the Landscape Architect's Scope of Services or the Description of the Project, a supplemental agreement for additional services may be negotiated at the request of either party.

### **ARTICLE IV**

#### **LANDSCAPE ARCHITECT'S FEE**

##### **1. Basic Fee and Schedule.**

- a) As compensation for Basic Services as described in Exhibit A of this Agreement, and for services required in the fulfillment of the terms and conditions of this Agreement, the Landscape Architect shall be paid a "Basic Fee", 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 Basic Fee for design services shall be based upon time and materials expended on the project and shall not exceed \$43,500.00.
- b) **Payment Schedule for Compensation.** The Compensation 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.
- c) **Project Schedule.** The work outlined in the attached scope of services shall be completed by October 1, 2024.

2. **Payment for Additional Services** - The City and Landscape Architect shall negotiate a written supplemental agreement with the Landscape Architect for additional services should the need arise for work beyond the agreed upon scope of services. Construction administration is not included in this contract but may be added at a later date.

## **ARTICLE V**

### **OWNERSHIP OF PLANS AND DOCUMENTS: RECORDS**

1. The field notes, design notes, original drawings of the construction plans, and logs of any wells drilled, as instruments of service, are and shall remain, the property of the Landscape Architect; however, the City shall be furnished, at no additional cost, one set of reproducible Mylars of the original drawings of the work. Mylars shall be polyester with clear matte on both sides. The Landscape Architect shall also deliver all electronic information on CD in Autocad or other format acceptable to the City.
2. 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.
3. The Landscape Architect shall furnish to the City, copies of all maps, records, field notes, and soil tests which were developed in the course of work for the City and for which compensation has been received by the Landscape Architect.

## **ARTICLE VI**

### **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.
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 IV 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 VII**

### **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 VIII**

### **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 years preceding the execution of this Agreement.

## **ARTICLE IX**

### **INDEMNITY**

The Landscape Architect agrees to indemnify, and hold harmless the City of Gladstone 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 arising out of or resulting from 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 of Gladstone, 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. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.



## **ARTICLE X**

### **INSURANCE**

The Landscape Architect agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of Missouri, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the Landscape Architect shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to the City. Kinds and amounts of insurance required are as follows:

**Workmen's Compensation Insurance.** Workmen's Compensation Insurance for its employees in accordance with the provisions of the Workmen's Compensation Act of the State of Missouri.

**Liability Insurance.** Professional Liability insurance in an amount not less than \$2,000,000 Combined Single Limit and Automobile Liability insurance in an amount not less than \$1,000,000 Combined Single Limit with hired car and non-owned vehicle coverage or a separate policy carrying similar limits, and an amount of not less than \$1,000,000 for Property Damage to protect the Consultant and its agents from claims which may arise from services rendered under this Agreement, whether such services are rendered by the Consultant or by any of its agents or by anyone employed by either.

## **ARTICLE XI**

### **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 XII**

### **STANDARD OF CARE**

Landscape Architect will perform the Services in accordance with the standards of care and diligence normally practiced by recognized Landscape Architecting firms in performing services of a similar nature in existence at the time of performance of the Services. If, during the one year period following completion of the Services under a particular Request for Service, it is shown there as an error in the Services provided under such Request for Services 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.

## **ARTICLE XIII**

### **PRE-EXISTING CONDITIONS**

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.

## **ARTICLE XIV**

### **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 adjustment to the Landscape Architect's compensation.

## **ARTICLE XV**

### **WORKER AUTHORIZATION**

Pursuant to Section 285.530(1), RSMo., by its sworn affidavit in substantially the form attached hereto as Exhibit C and incorporated herein, the Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. Furthermore, the Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the services provided for in this Agreement.



ARTICLE XVI

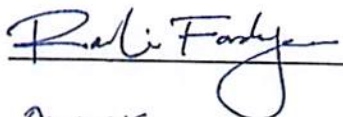
ADMINISTRATION OF AGREEMENT

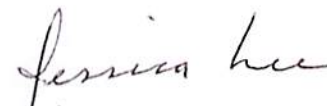
The City Manager or his authorized representative shall administer this Agreement for the City.

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

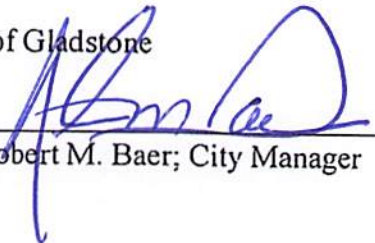
Landscape Architect

Vireo, LLC

By:   
Title: OWNER

Attest:   
Jessica Lee  
Business Manager

City of Gladstone

By:   
Robert M. Baer; City Manager

Attest:

  
Kris Keller; City Clerk

Reviewed by the legal department:

  
Chris Williams; City Attorney

## **Exhibit A – Scope of Services**

**Gladstone Dog Park**  
**Scope of Services**  
**October 12,2023**

**PROJECT UNDERSTANDING**

The Cities of Gladstone and Kansas City, MO are working together to develop a joint off-leash dog park to be located at the northeast corner of NE Antioch Road and NE 76th Street and just north of Happy Rock Park in Gladstone. A preliminary plan has been developed indicating a small dog area of 1.6 acres and a large dog area of 2.4 acres and identifies a small parking area a double gate system, shelters with water, dog waste stations, stormwater green solutions and some additional landscaping. The Cities would like professional assistance to gather community input, create conceptual designs, ideas for naming and branding of the park, private sponsorships and understanding operations and maintenance of the dog park. Vireo has undertaken several dog park designs in the past and has outlined our general approach for this project below. Described below is our general project approach to help you develop this new dog park.

**Project Kick-Off Meeting with Staff**

The Vireo team will meet with Gladstone staff to discuss project details, to collect relevant base data for the project site, discuss community engagement, branding of the park and review specific requirements of the project such as the operations and maintenance needs for the dog park.

**Develop Conceptual Options**

The Vireo team will take input from Staff, Park Board and the public and develop two conceptual options for the park and review them with the Cities and the adjacent Neighborhoods.

**Public Meeting**

At the conclusion of the neighborhood meetings the Vireo Team will advertise a public meeting through both the Gladstone and KCMO social media pages as well as City newsletters and other media sources. We will hold the public meeting for the Dog Park in a location agreed upon by the Cities. The public meeting will be an open-house style meeting for the public to suggest ideas and select a preferred option.

**Meeting #2 with Gladstone Staff**

Review and discuss the public comments for the concepts for the dog park. Each option will address key elements of dog park design such as: size, service radius, fencing type, surface materials, parking size, dog park amenities, shade structures and other input from Staff. In addition to the design, we will also outline operation, maintenance needs and ideas to offset those costs such as sponsorships of the park or features within it.

**Second Public Meeting**

We will advertise a second public meeting through the Gladstone social media page as well as City newsletters and other media sources. We will hold the public meeting for the Dog Park in a location agreed upon by the City. This meeting will give the public an opportunity to review the concept and give feedback.

**Meeting #3 with Gladstone Staff**

We will review the input with the Cities and discuss the development of the final dog park plan. We will also discuss branding themes, operations, maintenance needs of the park and potential sponsors of the park.

**Final Plan, Capital Costs and Operation**

After receiving input and direction from the city, we will finalize one conceptual plan, develop a final capital development cost, develop operations and maintenance plan or strategies and finalize branding and sponsorship items.

**Presentation of Process and Final Plan**

We will develop presentation materials for each City representative to share with the respective Council and Park Boards. The presentation will summarize the process and the selection of the final plan. It will also identify the needs of the operations and maintenance plan and any ongoing costs needed for the success of the dog park.

**Final Cost: \$43,500**

**Additional Services – proposal to be provided upon written request.**

- Attend review meeting(s) with Team/Client/City of Gladstone above what is included in scope.
- Additional rounds of comments and revisions and/or major revisions to design after DD.
- Additional Landscape or community enhancements.
- Computer generated renderings (perspectives).

**Hourly Rates**

Additional services beyond this scope may be provided if confirmed in writing. Vireo will provide a written cost estimate for any additional work based on the revised scope of services. Additional services shall be billed on an hourly basis as outlined below:

Owner/Principal	\$160/hour
Associate V	\$135/hour
Associate IV	\$125/hour
Associate III	\$110/hour
Associate II	\$100/hour
Associate I	\$85/hour
Tech I	\$65/hour

**RESOLUTION R-23-70**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH VIREO, LLC IN THE TOTAL AMOUNT NOT TO EXCEED \$43,500.00 FOR THE PLANNING AND DESIGN OF AN OFF-LEASH DOG PARK, PROJECT CP2259.**

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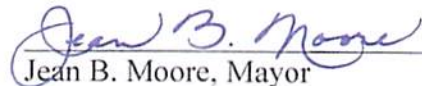
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FURTHER, funds for such purpose are budgeted in the CIST Fund.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 23RD DAY OF OCTOBER 2023.**

  
Jean B. Moore, Mayor

ATTEST:

  
Kris Keller, City Clerk

Exhibit B

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 Robin Fordyce, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Robin Fordyce, and I am currently the Owner of Vireo, LLC (hereinafter "Contractor"), whose business address is 44 Oak St. Ste 101, and I am authorized to make this Affidavit. Kansas City, MO 64106

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the design of an off-lease dog park contracted between Contractor and the City of Gladstone, Missouri.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Affiant Robin Fordyce

Printed Name Robin Fordyce

Subscribed and sworn to before me this 26<sup>th</sup> day of March, 2024

Jessica Lee  
Notary Public

SEAL

