

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT WITH KANSAS CITY, MISSOURI, FOR THE CONSTRUCTION OF SHOAL CREEK GREENWAY TRAIL PHASE 4 FROM HAPPY ROCK PARK TO NORTH BRIGHTON AVENUE; CITY PROJECT #TP-1871; FEDERAL PROJECT #TAP-3323(409).

Legislative Findings

1. The Cities of Gladstone and Kansas City, Missouri, were awarded Federal Transportation Alternatives Program (TAP) funds in the amount not to exceed \$500,000 for the construction of Shoal Creek Greenway Trail Phase 4 from Happy Rock Park in Gladstone to North Brighton Avenue in Kansas City; and

2. The City of Gladstone and Kansas City, Missouri, have agreed to fund improvements within their own municipal boundaries; and

3. Execution of this cooperative agreement is necessary to outline the roles and responsibilities of both parties; and

4. It is in the best interest of the citizens of Gladstone and Kansas City to work cooperatively to complete the transportation related improvements.

NOW, THEREFORE, BE IT ORDAINED 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 execute a Cooperative Agreement with Kansas City, Missouri, for the construction of Shoal Creek Greenway Trail Phase 4 from Happy Rock Park to North Brighton Avenue.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 14th DAY OF JANUARY 2019.



Mayor Bill Garnos

ATTEST:



Ruth E. Bocchino, City Clerk

First Reading: January 14, 2019

Second Reading: January 14, 2019



Request for Council Action

☐ RESOLUTION # ☒ BILL # 19-04 ORDINANCE # 4.455

Date: 1/9/2019

Department/Office: Public Works

Meeting Date Requested: 1/14/2019

Public Hearing: ☐ Yes ☒ No Date: Click here to enter a date.

Subject: Kansas City, MO Cooperative Agreement for the Shoal Creek Greenway Trail Phase 4 from Happy Rock Park to North Brighton Avenue; City Project #TP1871; Federal Project #TAP-3323(407)

Requested Action: Approval of Cooperative Agreement

Background: The Cities of Gladstone and Kansas City, Missouri (KCMO) were jointly awarded \$500,000 for the construction of the fourth phase of the Shoal Creek Greenway Trail from Happy Rock Park in Gladstone to North Brighton Avenue in KCMO. Gladstone was identified as the lead agency in the funding application. In order to construct the improvements, it is necessary for Gladstone to execute a cooperative agreement with KCMO to secure funding for improvements within KCMO's municipal boundaries. Within sixty (60) calendar days of executing this agreement, KCMO will pay Gladstone \$595,000. Upon completion of the project, Gladstone will reimburse eighty (80) percent of MODOT qualifying construction costs to KCMO to a maximum of \$200,000 and one-hundred (100) percent of any remaining balance from this \$595,000 payment.

The estimated construction cost and federal reimbursement amount for each City is summarized below:

City	Est. Construction Cost	Est. Federal Reimbursement
Gladstone	\$500,000	\$300,000
Kansas City	<u>\$595,000</u>	<u>\$200,000</u>
	\$1,095,000	\$500,000

Budget Discussion: Funds are budgeted in the amount of \$190,000 in FY19 and \$55,000 in the TST fund. Ongoing costs are estimated to be \$1,500 annually for trail maintenance.

Public/Board/Staff Input: n/a

Recommendation: City staff is recommending approval of this agreement. Construction is on schedule to begin this year. If you have any questions, please contact me at your convenience.

Distribute Original Contracts to: ☒ City Clerk

Tim Nebergall
Anthony Sands

Legal PC

City Manager SW

RCA DUE TO CITY CLERK WEDNESDAY 2:00 PM

Revised 1/10/2018

COOPERATIVE AGREEMENT FOR CONSTRUCTION OF A BICYCLE/PEDESTRIAN
TRAIL ALONG SHOAL CREEK

This Cooperative Agreement for construction of transportation related improvements is made by and between Gladstone, Missouri, hereinafter referred to as "GLADSTONE", and Kansas City, Missouri, hereinafter referred to as "KANSAS CITY" (collectively, the "PARTIES" or "CITIES") on this 14 day of January, 2019.

Recitals

WHEREAS, the Cities of Gladstone, Missouri (GLADSTONE) and Kansas City, Missouri (KANSAS CITY) have partnered on previous phases of the Shoal Creek Trail and wish to continue that partnership to enhance the Shoal Creek valley; and

WHEREAS, the Happy Rock Park in the City of Gladstone is adjacent to Woodbrooke Park in the City of Kansas City; and

WHEREAS, the cities have received a federal transportation enhancement grant of \$500,000.00 to construct a 10-foot wide bicycle/pedestrian trail along Shoal Creek from the western edge of Happy Rock Park through Woodbrooke Park and connecting to North Brighton Avenue; and

WHEREAS, without a cooperative effort with GLADSTONE leading the project, the federal grant would not have been obtained; and

WHEREAS, the plans are complete and GLADSTONE is ready to bid the project in anticipation of construction starting in 2019; and

WHEREAS, when this trail and its connections are complete, GLADSTONE and KANSAS CITY residents the opportunity to use non-motorized transportation to and from residences, shopping districts, and the parks where none exist today;

WHEREAS, it is in the best interest of all of the citizens of GLADSTONE and KANSAS CITY to complete the trail related improvements described above and shown on Exhibit A, attached hereto and incorporated herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereby mutually agree as follows:

PART I : SPECIFIC TERMS AND CONDITIONS

1. **Scope of Agreement.** The purpose of this Agreement is to provide for a cooperative effort between GLADSTONE and KANSAS CITY for GLADSTONE's performance of the Project in accordance with the terms and conditions set forth herein.
2. **Definitions.** Unless otherwise specified in this Agreement, the following words have the meanings indicated herein, which are applicable to both the singular and plural thereof:
 - A. CONTRACTOR means GLADSTONE's Contractor and all Subcontractors.
 - B. PROJECT means the design and construction of the trail related improvements.
 - C. PAYMENT BOND, PERFORMANCE BOND and MAINTENANCE BOND mean the approved forms of security executed by GLADSTONE's Contractors and their Sureties.
 - D. SURETY means the corporation, partnership or individual, duly licensed and authorized to do business in Missouri, bound with and for Contractor to guarantee and assume legal liability for payment of any and all obligations as provided in the KANSAS CITY Charter and Section 107.170 R.S.Mo 1994, as amended, and to guarantee and assume legal liability for the faithful performance of this Agreement.
 - E. TRAIL RELATED IMPROVEMENTS means the design and construction of a 10-foot wide bicycle/pedestrian trail improvement from Missouri Highway 1 west along Shoal

Creek to Maple Woods Parkway in KANSAS CITY and the trail improvements and pedestrian bridge on the east side of Missouri Highway 1 in GLADSTONE.

3. License to use right-of-way. KANSAS CITY hereby grants to GLADSTONE, its representatives, employees, engineers, consultants and contractors a license to use that portion of the public right-of-way in order to allow the performance of the Project in accordance with the terms of this Agreement. The term of the license shall run concurrently with the term of this Agreement and shall expire at the time KANSAS CITY accepts the Project from GLADSTONE. The grant of a license by KANSAS CITY to GLADSTONE shall not constitute a conveyance of any interest in the public right-of-way.

4. Obligations of GLADSTONE. GLADSTONE agrees to the following:

A. **ENGINEERING DESIGN.** GLADSTONE shall be responsible for the design of all trail related improvements located within GLADSTONE.

B. **CONSTRUCTION CONTRACT.** GLADSTONE shall solicit bids from construction contractors in accordance with the GLADSTONE bidding procedures required by Missouri Law. After review of all bids, GLADSTONE shall award the construction contract to the lowest and best bidder, reserving the right to refuse any and all bids.

B. **CONSTRUCTION RECORDS.** GLADSTONE agrees to furnish to KANSAS CITY for information purposes, within thirty (30) days following completion of the work one (1) electronic file on compact disc for all drawings generated by the computer-aided drafting system. If system is other than "microstation", drawings shall be furnished as DXF files. GLADSTONE further agrees that the aforesaid materials shall become and remain the property of KANSAS CITY.

C. **UTILITY RELOCATION.** GLADSTONE shall coordinate utility relocation as necessary to construct the trail related improvements. GLADSTONE shall fund only those utility relocation costs for improvements located within GLADSTONE.

D. **KANSAS CITY PARTICIPATION.** GLADSTONE agrees to seek and encourage full participation and attendance from staff members of the Capital Projects Division of the KANSAS CITY Public Works Department in all meetings relating to the construction of the improvements, including, but not limited to, utility relocation and construction of the trail related improvements.

E. **ADDITIONAL RIGHT-OF-WAY.** GLADSTONE shall be responsible for acquiring additional right-of-way as needed to construct trail related improvements within GLADSTONE.

F. **MAINTENANCE OF IMPROVEMENTS AND RIGHT-OF-WAY.** Upon both parties final acceptance of the project, GLADSTONE shall be responsible for maintenance of all trail related improvements and right-of-way located within GLADSTONE.

5. Obligations of KANSAS CITY. KANSAS CITY agrees to the following:

A. **ENGINEERING DESIGN.** KANSAS CITY shall be responsible for the design of the trail related improvements located within KANSAS CITY.

B. **ADDITIONAL RIGHT-OF-WAY.** KANSAS CITY shall be responsible for acquiring additional right-of-way needed to construct trail related improvements within KANSAS CITY.

B. MAINTENANCE OF IMPROVEMENTS AND RIGHT-OF-WAY. Upon both parties final acceptance of the project, KANSAS CITY shall be responsible for maintenance of all transportation related improvements and right-of-way located within KANSAS CITY.

C. KANSAS CITY FEES. KANSAS CITY shall assess no permit fees associated with design or construction, road closure fees, land disturbance fees to GLADSTONE or any contractor employed by GLADSTONE pursuant to this Agreement.

D. UTILITY RELOCATION. KANSAS CITY shall fund only those utility relocation costs for improvements located within KANSAS CITY.

E. CONSTRUCTION PROCESS. During the construction process, GLADSTONE staff will perform and complete inspection of the construction of the improvements. All inspection reports will be provided to the Capital Projects Division of the KANSAS CITY Public Works Department. GLADSTONE agrees that all work in constructing the improvements pursuant to this Agreement shall be open to inspection by KANSAS CITY, and that these inspection costs will be borne by KANSAS CITY.

6. Payment Conditions & Project Schedule. Both parties agree to the following:

1. ESTIMATE OF PROBABLE CONSTRUCTION COSTS. GLADSTONE will advise KANSAS CITY of estimated construction costs of all improvements within KANSAS CITY based upon actual contract prices. The current estimate of probable construction costs for all work is summarized below:

A. Trail within Gladstone - \$500,000

B. Trail within KANSAS CITY – \$595,000

2. **PAYMENT CONDITIONS.** Both GLADSTONE AND KANSAS CITY agree to the following:

- A. GLADSTONE shall be responsible for all construction costs associated with improvements within GLADSTONE.
- B. KANSAS CITY shall be responsible for all construction costs associated with improvements located within KANSAS CITY.
- C. The project is partially funded by the Missouri Highways and Transportation Commission Transportation Alternatives Program to a maximum federal reimbursement amount of \$500,000.00. The estimated federal reimbursement amount for GLADSTONE and KANSAS CITY is summarized below:

- i. GLADSTONE - \$300,000.00
- ii. KANSAS CITY - \$200,000.00

A copy of this agreement is shown on Exhibit B, attached hereto and incorporated herein. Within sixty (60) calendar days of executing this agreement, KANSAS CITY shall pay GLADSTONE \$595,000.00 which includes KANSAS CITY's estimated share of the match required for the Transportation Alternatives Program grant, estimated at \$395,000.00, and all of KANSAS CITY'S share of the federal grant which is \$200,000.00.

- D. GLADSTONE shall pay the CONTRACTOR for work completed within KANSAS CITY from the funding amounts noted above. Should the actual cost of work exceed the amounts noted above, GLADSTONE shall invoice KANSAS CITY. Within thirty (30) calendar days of invoicing,

KANSAS CITY shall reimburse GLADSTONE one (100) percent of such costs.

E. Upon completion and acceptance of the project by both parties, GLADSTONE shall return eighty (80) percent of MODOT qualifying construction costs to KANSAS CITY up to \$200,000.00 as described in Section 6.2.C in addition to one (100) percent of any remaining balance within thirty (30) calendar days.

3. **CONSTRUCTION SCHEDULE.** GLADSTONE shall complete construction of improvements within five years from the date of this agreement. Failure to complete the improvements in this time frame will result in termination of the agreement. GLADSTONE shall return the funding amounts noted above within thirty (30) calendar days of termination.

PART II: GENERAL TERMS AND CONDITIONS

1. General Indemnification.

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

i. "Claims" mean all claims, damages, liability, losses, costs and expenses, including reasonable attorneys' fees.

ii. "GLADSTONE" means GLADSTONE's agents, officials, officers, employees, and subcontractors.

iii. "KANSAS CITY" means KANSAS CITY's agents, officials, officers, employees, and subcontractors.

B. To the extent allowed by law, GLADSTONE shall defend, indemnify, and hold harmless KANSAS CITY and any of its agencies, officials, officers, and

employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the performance under this Agreement, caused in whole or in part by GLADSTONE, its employees, agents, or Contractors, or others for whom GLADSTONE is legally liable, regardless of whether or not caused in part by any act or omission of KANSAS CITY, its agencies, officials, officers, or employees.

- C. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement.
- D. GLADSTONE's contracts with GLADSTONE's Contractors in connection with the Project shall require such Contractors to defend, indemnify, and hold harmless KANSAS CITY under the terms of this section. The obligations of GLADSTONE and its Contractors under this section with respect to indemnification for acts or omissions of KANSAS CITY, its agencies, officials, officers, or employees shall be limited to the coverage and limits of insurance that GLADSTONE and its Contractor are required to procure and maintain under this Agreement.

2. **Indemnification for Professional Negligence.** If GLADSTONE hires any Design Professional in connection with the Project, then GLADSTONE's contracts with its Contractors shall cause such Contractors to indemnify and hold harmless KANSAS CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, but only to the extent caused by the negligent acts, efforts, or omissions of such Contractors, its employees, agents or others for

whom such Contractors are legally liable, in the performance of professional services for the construction of the Improvement under this Agreement. GLADSTONE and its Contractors are not obligated under this section to indemnify KANSAS CITY for the negligent acts of the KANSAS CITY'S agencies, officials, officers, or employees.

3. Insurance.

A. GLADSTONE's Contractors shall procure and maintain in effect throughout the duration of this Agreement insurance coverage not less than the types and amounts specified below:

i. Commercial General Liability Insurance: with limits of \$2,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Contractual Liability
- b. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
- c. No Contractual Liability Limitation Endorsement
- d. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.

ii. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers' Compensation	Statutory
Employers' Liability with limits of: \$100,000 each accident	
	\$500,000 disease - policy limit
	\$100,000 disease - each employee

iii. Commercial Automobile Liability Insurance: with a limit of \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence"

basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by GLADSTONE or GLADSTONE'S Contractors.

iv. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$2,000,000

- B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to KANSAS CITY, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that KANSAS CITY and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured's for the services performed under this Agreement. GLADSTONE or GLADSTONE'S Contractor shall provide to KANSAS CITY prior to the performance of the Project a certificate of insurance showing all required endorsements and additional insured's.
- C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better and are licensed or approved by the State of Missouri to do business in Missouri.
- D. Regardless of any approval by KANSAS CITY, it is the responsibility of GLADSTONE to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of GLADSTONE's failure or the failure of its Contractors to maintain the required insurance in effect, KANSAS CITY may order GLADSTONE and its

Contractors to immediately stop work and, upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

4. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

5. **Compliance with Laws.** GLADSTONE and all its Contractors shall comply with all federal, state and local laws, ordinances and regulations applicable to the Project.

6. **Waiver.** No consent or waiver, express or implied, by any party to this Agreement or of any breach or default by any other party in the performance by such other party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other parties or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. GLADSTONE and KANSAS CITY reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of its rights and remedies under this Agreement irrespective of any waiver granted.

7. **Modification.** This Agreement shall not be amended, modified or canceled without the written consent of the parties to this Agreement.

8. **Headings; Construction of Agreement.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

9. **Severability of Provisions.** Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

10. **Audit.** KANSAS CITY shall have the right to audit this Agreement and all books, documents and records relating thereto. GLADSTONE shall maintain all its books, documents and records relating to this Agreement during the contract period and for three (3) years after the date of final payment. The books, documents and records shall be made available to KANSAS CITY within ten (10) days after the written request is made. GLADSTONE shall require its Contractor to comply with this provision in connection with services performed on the Project.

11. **Assignment.** Neither KANSAS CITY nor GLADSTONE shall sell, assign, transfer, or otherwise convey any of their rights under this Agreement without the prior and expressed

written consent of the other party. Each party may, at its sole discretion, refuse to consent to any proposed sale, assignment, transfer, or other conveyance. Any attempted sale, assignment, transfer, or conveyance in violation of this paragraph shall be void and shall relieve the non-consenting party of any further liability under this Agreement, but shall not relieve the violating party of any liability. If a party consents in writing to a sale, assignment, transfer, or conveyance, unless specifically stated to the contrary in the consent, it shall not release or discharge the party receiving consent from any duty or responsibility set forth in the Agreement.

12. **Conflicts of Interest.** GLADSTONE and its Contractor shall certify that no officer or employee of KANSAS CITY has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of KANSAS CITY, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of GLADSTONE or its Contractor in this Agreement.

13. **No Partnership.** It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.

14. **Bonds and Surety.**

- A. GLADSTONE's Contractors shall furnish a Payment Bond, Performance Bond and Maintenance Bond, executed by a Surety, in the amount of any contract and the total amount of all contracts entered into between GLADSTONE and its Contractor's, workers, and material suppliers, guaranteeing Contractor's faithful

performance of each and every term of such contracts and all authorized changes thereto, including those terms under which GLADSTONE or its Contractor agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to perform under this Agreement; guaranteeing the payment of all obligations as provided in Section 107.170 RSMo., 2000, as amended; and guaranteeing the services and work against faulty workmanship and faulty materials for the period of time as prescribed by the Performance and Maintenance Bond. Surety must:

1. Be approved by KANSAS CITY's Finance Department;
2. Be qualified to issue bonds at amounts specified in the Department of the Treasury Circular 570;
3. Be licensed by the State of Missouri to do business in the State of Missouri; and
4. Retain an A.M. Best Rating of B+, class V for Bonds in excess of \$200,000.

B. The bonds shall remain in full force and effect during the term of the Agreement and shall name KANSAS CITY as co-obligee.

15. **Prevailing Wage.** GLADSTONE and its Contractor shall comply in all respects with the Prevailing Wage Laws of the State of Missouri, Section 290.210 to 290.340, R.S.Mo, 1994, as amended, and any federal prevailing wage laws that apply to the work. GLADSTONE agrees that KANSAS CITY shall not be responsible for assisting GLADSTONE and its Contractor in providing any required documentation necessary to demonstrate compliance with the Prevailing Wage Laws.

16. **Binding Effect.** This Agreement shall be binding upon the parties hereto and upon their assigns, transferees and successors in interest, provided neither party may assign this Agreement or the rights or obligations hereunder without the express written consent of the other party.

17. **Representations.** GLADSTONE and KANSAS CITY certify that they have the power and authority to execute and deliver this Agreement, to use the funds as contemplated hereby and to perform this Agreement in accordance with its terms.

18. **Buy American Preference.** It is the policy of the KANSAS CITY that any manufactured goods or commodities used or supplied in the performance of any KANSAS CITY contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument the day and year first above written.

[SIGNATURES BEGIN ON NEXT PAGE]

CITY OF KANSAS CITY, MISSOURI

ATTEST TO:

By: *Marilyn Sanders*
for Marilyn Sanders
City Clerk

By: *Sherri K. McIntyre*
Sherri K. McIntyre, P.E.
Director of Public Works

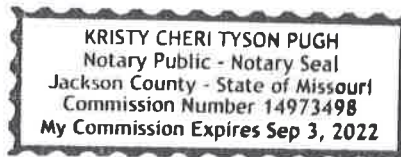
State of Missouri)
)ss
County of Jackson)

BE IT REMEMBERED, that on this 1 day of March, 2018⁹ before me, the undersigned, a notary public in and for the county and state aforesaid, came **Sherri K. McIntyre, P.E., Director of Public Works** of Kansas City, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and, **Marilyn Sanders, City Clerk** of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of said municipal corporation, and such persons duly acknowledge the execution of the same to be the act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Kristy Cheri Tyson Pugh
Notary Public

My commission expires:



September 3, 2022

CITY OF GLADSTONE, MISSOURI

ATTEST TO:

GLADSTONE, MISSOURI

By: Ruth Bocchino

Ruth Bocchino
City Clerk

By: Scott Wingerson

Scott Wingerson
City Manager



Approved as to form:

By: Chris Williams

Chris Williams
City Counselor

State of Missouri)

)ss

County of Clay)

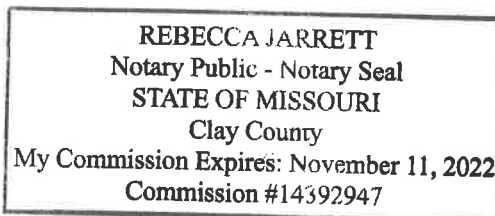
BE IT REMEMBERED, that on this 24 day of January, 2018⁹ before me, the undersigned, a notary public in and for the county and state aforesaid, came **Scott Wingerson, City Manager** of Gladstone, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and, **Ruth Bocchino, City Clerk**, of Gladstone, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of said municipal corporation, and such persons duly acknowledge the execution of the same to be the act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Rebecca Jarrett

Notary Public

My commission expires: 11-11-22



Map of the Trail Related Improvements



Exhibit B

Missouri Highways and Transportation Commission
Transportation Enhancement Funds
Program Agreement

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 02/16 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP - 3323 (409)
Award Year: 2017
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ALTERNATIVES FUNDS
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Gladstone (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) **PURPOSE:** The United States Congress has authorized, in Fixing America's Surface Transportation Act (FAST); 23 U.S.C. §101, §106 and §213; SAFETEA-LU §1404 funds to be used for transportation alternatives activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) **LOCATION:** The transportation alternatives funds which are the subject of this Agreement are for the project at the following location: Multiuse trail connecting N. Antioch Rd in Gladstone, MO to N. Brighton in Kansas City, Missouri.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) **REASONABLE PROGRESS POLICY:** The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress

payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Alternatives Funds if the City does not meet the reasonable progress policy.

(4) **INDEMNIFICATION:**

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement.

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) **AMENDMENTS:** Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) **COMMISSION REPRESENTATIVE:** The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) **NONDISCRIMINATION ASSURANCE:** With regard to work under this Agreement, the City agrees as follows:

(A) **Civil Rights Statutes:** The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) **Administrative Rules:** The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) **Nondiscrimination:** The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) **Solicitations for Subcontracts, Including Procurements of Material and Equipment:** These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) **Information and Reports:** The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) **Sanctions for Noncompliance:** In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may

determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) **Incorporation of Provisions:** The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) **ASSIGNMENT:** The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) **LAW OF MISSOURI TO GOVERN:** This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) **CANCELLATION:** The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) **ACCESS TO RECORDS:** The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) **FEDERAL AID PROVISIONS:** Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA)

1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) **ACQUISITION OF RIGHT OF WAY:** With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agree that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk; and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(14) **MAINTENANCE OF DEVELOPMENT:** The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to moving and trimming between shrubs and other plantings that are part of the improvement.

(15) **PLANS:** The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) **REIMBURSEMENT:** The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs. The federal share for this project will be 80 percent not to exceed \$500,000.00. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) **PROGRESS PAYMENTS:** The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(18) **PROMPT PAYMENTS:** Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) **PERMITS:** The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) **INSPECTION OF IMPROVEMENTS AND RECORDS:** The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) **CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES:** A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) **DISADVANTAGED BUSINESS ENTERPRISES (DBE):** The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(23) **VENUE:** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(24) **NOTICE TO BIDDERS:** The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) **FINAL AUDIT:** The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(26) **OMB AUDIT:** If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven

hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006:** The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below

Executed by the City this 27 day of November 2016

Executed by the Commission this 28 day of December 2016

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

Philip P. Harvey

Title Assistant Chief Engineer

ATTEST:

Ruth E. Boechling
Secretary to the Commission

Approved as to Form:

Bob Mann
Commission Counsel

CITY OF GLADSTONE

By Scott Winger

Scott Winger, City Manager

ATTEST:

By Ruth E. Boechling
Ruth E. Boechling, City Clerk

Approved as to Form:

Chris Williams
Chris Williams, City Counselor

Ordinance No. 16-474315

Exhibit B -- Project Schedule

Project Description: TAP-3323 (409) is a multiuse trail connecting N. Antioch Rd in Gladstone, MO to N. Brighton in Kansas City, Missouri.

Task	Date
Date funding is made available or allocated to recipient	10/1/2016
Plans, Specifications & Estimate (PS&E) Submittal	6/1/2017
Plans, Specifications & Estimate (PS&E) Approval	7/1/2017
Advertisement for Letting	7/15/2017
Bid Opening	8/15/2017
Construction Contract Award or Planning Study completed (REQUIRED)	10/1/2017

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit A - Location of Project

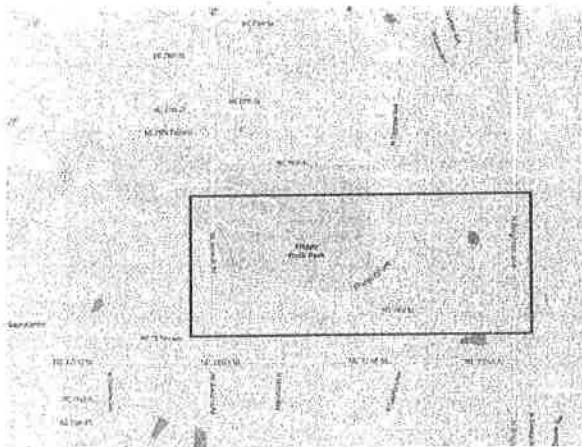


Exhibit C - Required Contract Provisions Federal-Aid Construction Contracts

Small and lived under this rule or imprisonment not more than 6 years or both."

This provision is applicable to all Federal aid construction contracts and to all related subcontracts.

That any person who is or may be liable in the performance of this contract to be prohibited from receiving an award due to a violation of Section 804 of the Clean Water Act or Section 308 of the Clean Air Act;

2. That the contractor agrees to waive or cause to be included the requirements of paragraph (1) of Section X in every subcontract; and in then agrees to take such action as may be necessary to ensure that the contractor and its subcontractors may deal as a matter of enforcing such requirements.

EXCLUSION

This provision is ~~applicable~~ to all Federal aid construction

8. By approving and submitting this proposal, the prospective registrant understands and acknowledges the certification set out below.

- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its notification was erroneous when submitted or has become erroneous by reason of changed circumstances.

f. The prospective first tier participant agrees by submitting this proposal that, should the proposal covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier contract transaction that is not disputed, suspended, available, or voluntarily excluded from the covered transaction, unless it

inquire that the participation is erroneous. A participant is responsible for ensuring that his principles are not suspended, deferred, or otherwise neglected to participate in covered transactions. To verify the eligibility of the participant, as well as the eligibility of any lower tax jurisdiction participant, each participant may, but is not required to, check the Excluded Parties List System website (<http://www.irs.gov/efile>), which is compiled by the General Services Administration.

1. The prescriptive lower tier participants consists by

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This provision is applicable to all Federal aid construction

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that

- a. No Federal appropriations have been paid or will be paid, by or on behalf of the Government, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a voluntary representation of fact upon which no inference should be drawn. The participant may make an additional filing. Submission of this form to the IRS is a prerequisite for making or attempting to make a claim for a refund under Section 1361. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

is covered by transactions authorized under paragraph (f) of these instructions, it is part of a covered transaction. A knowledge entry into a lower tier covered transaction with a person who is unpenalized, debarred, suspended, or voluntarily excluded from participation in this transaction, in addition to other personnel available to the Federal Government, the Department or Agency may inform this transaction for cause or default.

a. The perspective first list participants comes in the last of its knowledge and based, this, it and its principles.

- (1) Are not presently delinquent, suspended, proposed for delinquent, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

(2) Have not within a three year period preceding this report been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes in connection with anticompetitive trade; bribery, extort, blackmail or obstruction of justice; embezzlement, misappropriation, or destruction of records; or making false statements; or receiving stolen property.

- (3) Are not presently arrested for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a time period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

செய்திகளை 10 பிப்ரவரி (வார்டன், பரந்தாசு) அமைந்த கமிட்டி
உருவாக்கி, அதன் அறிக்கை 10.3.1972-ல் அமைந்த கமிட்டி

estimated to cost \$25,000 or more - 2 CFR Parts 180 and 200)

2. The verification in this clause is a material representation and upon which reliance was placed when the transaction was entered into. It is a false statement and the proponent thereof has knowingly committed an intentional act in violation of the other remedies available to the Federal Government, the Department, or agency with which

This transaction originated may pursue available remedies, including suspension and/or delinquency.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant deems that its certification was erroneous by reason of changed circumstances.

The terms "covered interaction," "covered," "suspended," "interrupted," "anticipatory," "person," "principal," and "nontrivially connected" are used in this clause, are defined in 42 CFR Part 160 and 1602. You may contact the person in charge of the program or the person in charge of the compliance office of those regulations. First Time Covered Interaction refers to any new or subsequent transaction between a grantee or subgrantee of federal funds and a participant (such as an inmate or general community). Lower Time Covered Interaction refers to any subsequent transaction between a grantee or subgrantee of federal funds and a participant (such as an inmate or general community). Lower Time Participant Covered Interaction refers to any subsequent interaction with a First Time Participant or other future First Time Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is excluded, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

1. The prospective donor has participated in the Agency by submitting the proposal that it will include the Guide Files Certification Regarding Databases, Supervision, Availability and Voluntary Exclusion-Lower Tier Covered Transaction,² without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

p. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not disclosed, avoided, ineligible, or otherwise excluded from the covered transaction, unless it states that the certification is uncertain. A participant is responsible for ensuring that its participants are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its participants, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<http://www.epls.gov>), which is compiled by the General Services Administration.

11. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (c) Except for transactions authorized under paragraph (b) of these instructions, if a participant in a covered transaction knowingly enters into a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, an addition to any sanctions applicable to the Federal Government, that

ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS
This provision is applicable to all Federal aid projects funded
under the Appalachian Regional Development Act of 1965

1. During the performance of this contract, the contractor undertaking its work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL whenever the contract work is situated, in the subdivision, or the Appalachian counties of the State wherein the contract work is situated, except:

- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to ensure an efficient execution of the contract work.

c. For the duration of the contract to which employees to be placed in better employment as the result of a lawful collective bargaining contract, provided that the number of expressions persons employed under this subparagraph (1) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraphs (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classification of the job, (b) the duties and major activities required to perform the contract work, (c) the number of employees required in each classification, (d) the date on which the participant estimates such employees will be required, and (e) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by computer. The contractor shall submit the contract work information submitted by the contractor to the job order as it is substantially modified; the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a

- certificate is the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the order authorizing particular project activities. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to its project as covered by the certificate, notwithstanding the provisions of sub-section (1c) above.

- 6 The provisions of 23 CFR 323.207(e) allow the contracting agency to provide a contractual preference for the use of mineral (rescuable materials) native to the Appalachian region.

COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 180983

Authorizing the Director of Public Works to execute a Cooperative Agreement with the City of Gladstone, Missouri for the Shoal Creek Trail from North Antioch to North Brighton; reducing an appropriation in the amount of \$530,999.44 in the Capital Improvement Funds; estimating revenue in the amount of \$1,353,536.42; appropriating funds in the amount of \$1,884,535.86 to the N.E. 112th Street and Stark Avenue accounts; reducing an appropriation in the amount of \$1,059,577.95 in the Series 2016 Tax-Exempt Bonds Fund; appropriating that amount to the N.E. 112th Street and Stark Avenue and Shoal Creek trail Segment 4 accounts; ; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, the Pleasant Valley Road project, a joint effort between the City of Gladstone, Missouri and the City of Kansas City, Missouri (the "Cities"), which was funded with federal funds is complete and funds remain available to complete work to provide connections between Kansas City neighborhoods separated by the Gladstone city limits and Happy Rock Park with additional work on other phases in partnership with Gladstone to improve multi-modal connections between the two cities by extending the Shoal Creek Trail and to complete emergency repairs to North Stark Avenue between Fishing River and N.W. 112th Street; and

WHEREAS, the Cities have received a federal transportation alternative program grant in the amount of \$500,000.00 to construct a 10-foot wide multi-modal trail along Shoal Creek from North Antioch at the western edge of Happy Rock Park through Woodbrooke Park and connecting to North Brighton Avenue; and

WHEREAS, the Cities have partnered on previous phases of the Shoal Creek Trail and wish to continue that partnership to enhance the Shoal Creek Valley with connected neighborhoods and regional parks and without a cooperative effort with Gladstone leading the project, the federal grant would not have been obtained; and

WHEREAS, the trail plans are complete and Gladstone is ready to bid the trail project in anticipation of construction starting in January or February of 2019; and

WHEREAS, when this trail and its connections are complete, Gladstone and Kansas City residents will have the opportunity to use non-motorized transportation to and from neighborhoods, shopping districts, and parks where none exist today and it is in the best interest of all of the citizens of Gladstone and Kansas City to complete the trail related improvements as described above at this time to leverage additional federal funds and also to complete emergency repairs to North Stark; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Public Works is hereby authorized to execute a Cooperative Agreement with the City of Gladstone, Missouri for the construction of a bicycle and pedestrian trail along Shoal Creek connecting North Antioch and Happy Rock

COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 180983

Park to North Brighton. A copy of the agreement is on file in the office of the Director of Public Works.

Section 2. That the sum \$530,999.44 is hereby reduced in the following accounts of the Capital Improvements Fund:

19-3090-898101-B-89008060	Pleasant Valley Road	\$330,000.00
19-3090-898017-B-89008060	Pleasant Valley Road	<u>200,999.44</u>
	TOTAL	\$530,999.44

Section 3. That the revenue in the following account of the Capital Improvements Fund is hereby estimated in the following account:

19-3090-895911-483230	Gladstone Contribution	\$1,353,536.42
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Section 4. That the sum of \$1,884,535.86 is hereby appropriated from the Unappropriated Fund Balance to the following accounts of the Capital Improvements Fund:

19-3090-898011-A-89008700	N.E. 112th Street and Stark Avenue	\$ 30,000.00
19-3090-898011-B-89008700	N.E. 112th Street and Stark Avenue	500,999.44
19-3090-895911-B-89008700	N.E. 112th Street and Stark Avenue	<u>1,353,536.42</u>
	TOTAL	\$1,884,535.86

Section 5. That the sum of \$1,059,577.95 is hereby reduced in the following account in the Series 2016 Tax-Exempt Bonds Fund:

AL-3433-898011-B-89008060	Pleasant Valley Road	\$1,059,577.95
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Section 6. That the sum of \$1,059,577.95 is hereby appropriated from the Series 2016 Tax-Exempt Bond Fund to the following account:

AL-3433-898011-B-89008700	N.E. 112th Street and Stark Avenue	\$ 364,577.95
AL-3433-898011-E-89008700	N.E. 112th Street and Stark Avenue	100,000.00
AL-3433-898011-B-89020298	Shoal Creek Trail Segment 4	<u>595,000.00</u>
	TOTAL	\$1,059,577.95

Section 7. That the Director of Public Works is hereby designated as requisitioning authority on account numbers 19-3090-898011, 19-3090-895911 and AL-3433-898011.

Section 8. That this ordinance, relating to the design, repair, maintenance or construction of a public improvement, is hereby recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(D) of the City Charter and shall take effect in accordance with Section 503 of the City Charter.

COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 180983

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Randall J. Landes
Director of Finance

Approved as to form and legality:

[Signature]

Dustin E. Johnson
Assistant City Attorney



Authenticated as Passed

[Signature]

Sly James, Mayor

[Signature]

Marilyn Sanders, City Clerk

DEC 20 2018

Date Passed