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 14<sup>th</sup> 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:**  $\square$  Yes  $\square$  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	<b>Est. Construction Cost</b>	Est. Federal Reimbursement
Gladstone	\$500,000	\$300,000
Kansas City	\$595,000	\$200,000
	\$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

Bill 19-04 orch 4.455

# 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 100 May 1, 2012. The 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 herby 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, includingEmployers 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: Jelley arm for Marilyn Sanders City Clerk	By: A Sherri K. McIntyre, P.E. Director of Public Works
State of Missouri )	
)ss County of Jackson )	
undersigned, a notary public in a McIntyre, P.E., Director of Public duly organized, incorporated and e Missouri, and, Marilyn Sanders, known to me to be the same persons of said municipal corporation, and s be the act and deed of said municipal	at on this, day of, 2018 before me, the and for the county and state aforesaid, came Sherri K. Works of Kansas City, Missouri, a municipal corporation existing under and by virtue of the laws of the State of City Clerk of Kansas City, Missouri, who are personally s who executed, as officials, the within instrument on behalf uch persons duly acknowledge the execution of the same to a corporation.  I have hereunto set my hand and affixed my official seal,
	Kristy Cheri Jepn Vag L Notary Public
My commission expires:	KRISTY CHERI TYSON PUGH Notary Public - Notary Seal Jackson County - State of Missourl Commission Number 14973498 My Commission Expires Sep 3, 2022
Suptember 3, 2022	<del>-</del>

# CITY OF GLADSTONE, MISSOURI

ATTEST TO:	GLADSTONE, MISSOURI
By: Ruth Bachino City Olerk LADS	By: Scott Wingerson City Manager
CORPORATE Approved as	s to form:
SEAL Approved as	By: Chris Williams City Counselor
State of Missouri )	
County of Clay )ss	9
undersigned, a notary public in and for the City Manager of Gladstone, Missouri, a mexisting under and by virtue of the laws Clerk, of Gladstone, Missouri, who are pexecuted, as officials, the within instrument	this 24 day of, 2018 before me, the e county and state aforesald, came Scott Wingerson, nunicipal corporation duly organized, incorporated and of the State of Missouri, and, Ruth Bocchino, City personally known to me to be the same persons who not on behalf of said municipal corporation, and such of the same to be the act and deed of said municipal
IN WITNESS WHEREOF, I have the day and year last above written.	re hereunto set my hand and affixed my official seal,
My commission expires: 11-11-22	Notary Public  REBECCA JARRETT  Notary Public - Notary Seal  STATE OF MISSOURI  Clay County  My Commission Expires: November 11, 2022  Commission #14392947

Exhibit A Map of the Trail Related Improvements



# Exhibit B

Missouri Highways and Transportation Commission Transportation Enhancement Funds Program Agreement CCO Form FS25

Approved: Revised: 04/95 (MGB) 02/16 (MWH)

Modified

CFDA Number CFDA Title:

Federal Agency:

20,205

Highway Planning and Construction

Award name/number Award Year: TAP - 3323 (409)

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:

- 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
- (2) <u>LÖCATION</u>: 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"

(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 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 luture 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.
- 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 entitles as calculated by the Missouri bepartment 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.

- NONDISCRIMINATION ASSURANCE: With regard to work under this
- (A) Chil Rights Statines: The City shall comply with all state and federal stantes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amonded (42 U.S.C. §2000ft and §2000e, of sod), 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 (48 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.
- (C) <u>Nondiscrimination</u>: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or accessly 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 amployment practices
- (D) Solicitations for Subcontracts, Including Procurements of Material subcontractors and suppliers of the City. These apply to all solicitations either by competitive hidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontraction 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) <u>Sanctions for Noncompliance</u>: 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:

- Withholding of payments under this Agreement until the City complies; and/or
- 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 fitigation to protect the interests of the United States.
- (6) 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 efect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section III, 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 agrees that it will comptly with all applicable federal taws, 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 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 favor of any such condemnates. The City shall pay into court all awards and final judgments in favor of any such condemnaes. The City shall also relimburse 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 to 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 indernify 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 all the sole cost and expense of the City. Maintenance includes but is not limited to mowing 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 inprovements. 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 rot 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 heroin improvements while he determined by civiling 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) <u>PROGRESS PAYMENTS</u>: 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 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 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, 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) <u>VENUE</u>: 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 SUDDERS: 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 hatfonal 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 expand(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 2008: 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 Adamy of NOVEW 10 2016.
Executed by the Commission this Adam of NOVEW 2016.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

Fally & PHaney

Title Assistant Chief Engineer

ALIEST

Securitary to the Commission

Approved as to Form:

Delli Masn

CITY OF GLADSTONE

By Sattlelyeen

Scott Wingerson, City Maunger

ATTEST:

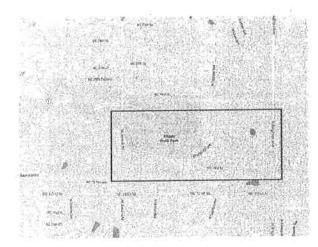
BY RUTH E. BOSTALAND

Approved as to Form:

Chris Williams, City Counselor

Ordinance No 16-47 4375

Exhibit A - Location of Project



#### Exhibit B -- Project Schedule

Project Description: TAP-3323 (409) is a multiuse trail connecting  $N_s$  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
Plana, 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 (REOUTRED)	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 minigared 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 C - Required Contract Provisions Federal-Aid Construction Contracts

#### FEDERAL AID CONSTRUCTION CONTRACTS

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#### ATTACHUS-NIS

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- 3. A breach of any of the stipulations contained in these Required Conflict Provisions may be sufficient grounds for withfielding of provises payment, withfielding of final payment, termination of the control, suspension fictionment or any other action deservated to the upprovisions by the contacting agency and Erithys.
- Contacting agency as a remain . As Section of Lists Desiring the deviation and of this contract, the confector shall not rise germed black for any purpose within the minst of a construction agreet on a Federal and fingleway unless a final land purposed by convert wou aim or particularly practice, supervision deather, or probabilist. The term Federal and significant, when not include conducting its production. The term Federal and significant, when not include conducting its succlaimably classified as sectly made in the first production.

#### H NUMBERS OF THE PROPERTY OF

The provisions of this section related to 23 CFR First 230 are opplicable to all Figures and continuation contracts and to all related constitutions subsocietaed of \$10,000 or more. The provisions of \$2.0 CFR Part 230 are not explainable to malarian supply, engineering, or end-life-dural service contracts.

In addition, the consistence and all advantagles are not accomply with the following policies: Exercise Center: 11948, 41 CFE 80, 25 CFE 1625-77. The 22 USD Scalau 140, the Perhabitation Act of 1971, as swended (29 USC 794), Tale VI of the Core Rights And 1646, it is submitted; and relational expediences including 49 CFE Petrs 21, 20 and 27, and 23 CFE Petrs 270, 20 and CFS.

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Note: The U.S. Department of Labor has exclusive authority to calemine compliants with Executive Order 11246 and the publics of the Severey of Lation relating 4 CEPR 90, and 27 CEPR 1265-1627. The controlling ingenity and the PhMA have the suitable of the mapportability to invente compliance of the PhMA have the suitable of the mapportability to invente compliance for 167-20 USC Section 140, as introduction of the CMP 1674. As a manufact (2) USC Section 140, as introduction of the CMP 804 Act of 1674, as whereout as a function (appellation 2014) and CEPP 1674 at 1, 20 and 271 and 23 CEPP 1674 at 2, 20 and 271 and 23 CEPP 1674 at 2, 20 and 271 and 23 CEPP 1674 at 2, 20 and 271 and 23 CEPP 1674 at 2, 20 and 271 and 23 CEPP 1674 at 2, 20 and 271 and 23 CEPP 1674 at 2, 20 and 271 and 23 CEPP 1674 at 2, 20 and 271 and 23 CEPP 1674 at 2, 20 and 271 and 23 CEPP 1674 at 2, 20 and 271 and 23 CEPP 1674 at 271 and 24 CEPP 1674 at 271 and 2

The following provision is axiopled from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Occarizment of Lubby (US DCL) and FHJVA requirements.

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- B. The contractor will conduct periodic impositions of project sites to resuse that working conditions and employee sociaties to not indicate discriminatory treatment of project site personnel.
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- a. The conference will use people faith efforts to daraphap, in cooperation with the unions, joint training programs whited soward qualifying made minorables and women for membraship in the unions and forestabling the wills of minorities and women to subject the women so that may qualify for higher paying amployment.
- b. The conflictor will use good fash efforts to incomprete an EEO chains into each usion agreement to the and that such usual will be conflictually bound to refer applicants without regard to their race, color, retigion sex, national origin, age or disability.
- The contractor is to obtain information as no the referral practices and policies of the autor serior rescent that to the content such information is when the enducials prosession of the labor union and such floor union referses to furnish such information to the contractor, the contractor shall be certify to the contracting agency and shall set forth suital efforts have then induce to define such referral shall be forth.
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- The contractor shall mostly all potential subcontractors and suppliers and trackors of their EEO obligations under this contract.
- This contractor will use good take efforts to ensure subcontractor compliance with their EEO obligations.
- 10. Assurance Required by 49 CFR 26.13(b):
- a. This requirements of 49 GFR Part 26 and the State DOT's U.S. DOT approved DSR program are incorporated by
- b. The contractor or autocontractor shall not discribinate on the basis of race, code, national coding, crisis in this publicance of the sociation. The confirmed the contract the contract the contractor shall carry out applicable requirements of 95 CFR Part 20 in the shall of an admiration of 10%-shalled contracts. Flatinity by the controller is carry out those requirements in a nativer branch or one controller is carry out those requirements in a nativer branch or one controller is carry out the present and the immission of the routines of such controllers are controllers and out the controllers are controllers and output the controllers are controllers.
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- (3) The progress and efforts being made in locating. Ithing, training, qualifying, and dograding traininities and women,
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#### IN MONSEGREGATED FACELITIES

This provision is applicable in all Federal aid constructors contracts and to all related exhibitions subscent acts of \$10,000 or more.

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#### IV. DAVIS-BACON AND RELATED ALT PROVISIONS

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The following provisions are from the U.S. Department of Labor regulations in 29.05/4.5.8 "Contract provisions and related interfere"-ineth many revisions to conform to the FHRWA-1073 format and FLBWA program requirements.

a. All biliorers and michanius employed or morainy open the dis of the securi, will be paid unemplaterally and any bless of this share and a week. Any shallow immediate described in classification and any accuracy to the people described is an extension may accurate ground such people described in an an-curacy the Copylation And Copylation (and the people described in superance) and the people of the people described in a series in superance and board feet in the production of the people of the annual of the people of the people of the people of the service of the people of the service of the people of the

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- In (1) The contracting officer shall require that any class of blooms are manageness. Remaining topices, when he red studies in weight stemmers also and when he red studies in the redige officers also are contracted to the contract shall be data-stage in contracted usual to the redige officers and shall be data-stage in contracted on white new redige described and in The contracting officers shall approximate and soften must be shall be an install approximate and soften shall be shall approximate and shall be shall approximate and shall be shall approximate and shall be shall be
  - (i) The work to be performed by the children which requested is not performed by a classification in the evage determination; and
  - (a) The classification is utilized in the area by the construction inclusing, and
  - (ii) The proposed wage rate, including any borist lide irings beneats, beaus a restorable relationship to the wage rates contained in the wage determination.
- (2) It is an onitable of our helpowers and mechanica to be employed to re-classification (if second, or their representatives and the scholarson glicer agree on the classification (if second, or their representatives, and the scholarson glicer agree on the classification and regar rate (including the enrount). If the expension of the property properties where separceusly a report of the scholarson and the rate by the confinction glicer to the Banddards Andrettasion. Or S. Department of Lancot. Washington, Or 2021 Its The Administration, or disperse events approach, and approach, models; or disperse events additional disaddictuits, and on the scholarson of the Department of Lancot. Perfect of the scholarson of the scholarson of the property addition of the scholarson of the sc
- (1) In the monet the commercial the factories or machineles. Note implying a field classification or lines representatives, and the commercial control of the commercial control of the commercial classification and response in the improved classification and response in the properties of control of the commercial classification of the response in the commercial classification of the response in the commercial classification of the commercial classification of

with outily mic contracting officer within the 30-day period that unfallifiend time to necessary.

- (4) This waye rule (including things benefits where argungalaks) determined parametric paragraphs. I b (2) or 1 b (3) of this pactage, phase to part to all weakers portramit work in the describedies order this contains from the first day on which work is persisted in the classification.
- c. Witnesse the maintain wage rate prescribed in the contracting disast of theology of medical as includes a fining therein where not expressed as an houty rate, the contraction shift exter pay the nevertiles stating in the regist determination or shall pay across a long, but there is made on an hoursy cash equivalent theology.
- d, if the contractor does not make payments to a further or other that person, the contractor may consider as out of the ways of any shape or in recherch the emount of any consider as out of the ways of any shape contractor in recherch the emount of any contractor seasonship cations set in provide given after those between the contractor seasonship cations set in providing the contractor, that the applicable standard on the DIANS (BRAIN ACT time) between the population of the contractor between the Charles of the contractor to an asset in a capsarial execution of Later may require the contractor to an asset in a capsaria execution set in the meeting of obtaining or the plant in programs.

#### 2. Withholding

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#### 3. Payrolls and basic records

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Once Act, the continues shall immines records which show that the controllment to provide such therefore is, enforceable, the inflicing and the property of the provides services and services and the plane of the plane for the feet of the plane for th

appeciable programs.

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C) Each payor submining shall be adminiscent by a "Statement of Consplants," spirited by the contents or introduction or the other poor, they pay or improves the payment of the content payor, they pay or improve the payment of the forcement payor of the payment and shall contrib the forcement.

- (i) That the psycold for the popular profied contains the structures regarded to be possible strong \$4.5 (A)(1)(i) of Baylactions, 25 CFP part Life supplementations are supplementations of being maintained survey \$5.5 (4)(2)(i) of Mey Series 120 CFP and 4, and had such information to consider and considerations.
- (a) That each laborar or mechanic (including each hally expensive, under succeed propagation after assistant to hally expensive, under succeed propagation after assistant to the fail making the standard that partial probabilities are succeed assistant without instance, and the fail making of the standard probabilities are succeeding to expensive the succeeding for the standard probabilities for the standard probabilities of the standard probabilities o
- (ii) Thei each latered in moderns had been said and less than the applicable ways called and fragil breafts or called amounted for the consideration of wast performed as specified by the popic able wage determination incorporated into the contract.

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(3) The weekly submission of a property denouted Forth cellification and fact on the reverse side of Optional Forth 134-1431 in Alexander for the reverse side of Optional Forth 'Saldman's of Companies' required by management 35±10 of this section.

(6) the telephonics of any of the whole certifications may reduce the concentration or selections action to make the certification of the first selection 231 of 488-31 of the challed School Concentration of the concentr

In This connection is subconnected what must a their elegation control under gauging (s), 3 is of this surction, resultation for supposition, respective to characteristic by subcontrol supposition, respective to characteristic by subcontrol or subcont

#### 4. Apprentices and trainess

#### s. Apprentices (programs al Ilia USDOL)

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b. Trainees (programs of the USDCL).

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The ratio of trainees to journeymen on the job site shall not be pluster than committed under the plus approved by the Employment and Training Administration.

Embryophine and Training Advisorationine.

Every livines must be paid at red less than the specified in the approach program for the trainines level of croopsia. It is not experienced program for the trainines level of croopsia. It is not experienced to the experience of the specified in the experience of the paid frings benefit in a concentration of the paid frings benefit in the service and the project of frings benefit in the service and the project of frings benefit in the service and the project of frings benefit in the service and the project of frings and frings benefit in the service and the service and the service of frings and frings the service and the service of frings and frings the service of the servic

In the event the Employment and Training Administration with trains supposed of a training program, the continuate hill no longer be permitted to effect waterest at less than the applicable program is upstowed. We have performed unit an acceptable program is upstowed.

c Equal employment opportunity. The utilization of elegenetics, some and journal money this piril shall be in continuity with the equal imprograms copositionly regulations on the Executive Crisis #1246, as attended; and 29 CFR part 30.

d. Approximes and trainees (programs of the U.S. COT).

Approximate and Lennics working under open-shooting and girls have high programs which have come containing the girls have high programs which have come containing the bulk of the programs of the programs are set with reduct that a physical consistency programs are set outgins to the a representation of disease girls of in Endoct or the straight programs of disease girls of in Endoct or the straight programs with the exhibition of by the process programs. The state of an expension of which process programs are the state of the programs of the straining to focus primary part and the girls are state personnel and instance to the procession program.

- 5 Commission with Copyright Act in a strength. The control of the CFR pan 3 which are incorporated by reference in this cost ad
- 6. Subcontracts. The contracts or subcontractor shall insed From FHADA (272) in any alticurvenest and also service the subcontractant to not either from FHADA 272) is any footing for subcontracts. The prime exhibitor shall be responsible for the completions for any autocolours or have five subcontractor and will be expressed course of some five subcontractor and will be expressed course of SAD CER 5.8.
- 7) Contract terminations debannent. A treath of the transact dataset in 29 CFR 5.5 may be grounds for terminal title contract, and the debannent as a contraction and a subconstructed as provided in 29 CFR 5.12.
- Compliance with Davis-Bacon and Retaind Act regulaments. As nanya and recognitions of the Divis-Bacut: and Retaind Act contained in 20 EF, 1945. [1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes considering labora standards. Of spaces which out of the labor standards processor of the labor standards processor of the control standards by the standard of the quarter of the control standards of the standards of the standards of the standards of the control standards while the standards in accordance with the processor of the purpose of the processor of the purpose of the p

#### 19, Certification of allgibility,

- a. By emering and this contract, the contractor certains that inclum it (not he in sho) had any parameter from the time the air many parameter from the time that air many parameter from the time that the awarded Government contracts by vidual of section 3(a) of the Devis Bacon Act or 20 OFR 6.12(a)(1).
- New part of this combact shall be subcompacted to say process
  of larger and space the annual of a Conventional crists and by values
  of section 3,65 of the floats through Action 20 GFR 2, 52(4)(1).
- c. The penalty for making lake statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The history craces, apply to any Februaria of construction operation are attention of execution of \$100,000 model and attention operation provides on the Construction provides on the Construction of the Con

1. Overfilms requirements. His instruction or indiversitation continuously for any part of the proposal bank which may require or invalvable recording to any part of the proposal bank which is electrically depicted or invalvable for exchanged to a function or promise any south finances or incompanies to any electrical and the water in content or control or or bright entirely and in such as the body entirely content or control or such to device or control or such as the proposal or proposal and the proposal or such as the proposal or prop

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2. Withholding to emplail wage and highlyshed damages. The Frieds of the contacting garage shall age of the same state. The Frieds of the contacting garage shall age of the same state. The Department of the State State of the State State of the State State State of the State State

4. Bubcontracts. The contracter or abbordractor shall never in any abbordracts the closures set forth in prorgands (1) through (4) of this sections and also a closure resultant the section resultant in a closure resultant through the section resultant in the section resource to the finish resultant in a section resource to the resultant in a section resource that the resultant is a section resultant to a resultant in a section resultant resultant in a section resultant resu

#### VI SUBLETTING OR ASSIGNING THE CONTRACT

The principle is explicable to all Federal at licenstration contracts on the Record Replaces System.

- 3. The continuous statis performs attitude and opportunities contract work amonating to not their than 33 percent for a greater percentage is Logoritied instance; and the statistical and the percentage of th
- 8 The home "packings work with its own organic stan" in five its workers expelled or leaded by the power extractor, one conjugates were of created by the power extractor, or endogenous week of created by the points extended, with a confidence of the control of the power confidence of the power confidence of the power confidence of the control of the power confidence of the control of the power confidence of the co
- (1) the prime contractor maintains control over the servicion of the based
- Supervision of the day-in-day standars of the its sec-impleyment.

  (If the prime consider emodes responsible for the query of the work of the leased amplity etc.)

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- b. "Speciality literia" shall be construed to be litrated to work that assumes higher preclations frequencing, addition, or regularized his obstacking washables in the layer of containting regularization equalitied last expected to bit or propose on the contains is a shallow and by sprinced as is to be finited to index contains in a shallow and by sprinced as is to be finited to index contains and the process.
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  in paragraph (1) of Society to its come and includes the cost of
  motival and manufactured products which are to be
  processed or produced by the costs actor under the contract
  profisions.
- 3. The pollution shall formed with a productive suppression of the second state of
- 4. No perhan of the cook and what he sublet, assigned as operating expected of expects with the unifier connected the continuence and the continuence and the continuence and the continuence affects, and sublet present states, and such consents where generated rest to provide the face form of the content of the contenting separated face in the definition of the contenting separate contenting separate contenting separate as sent of the contenting separate parts as sent of the contenting separate as sent of the contenting separate parts as sent of the contenting separate parts.

extremed in writing and that it contains all published provalors and in Culturality of the poste contract.

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#### VII. BAFETY: ACCIDENT PREVENTION

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# VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is engacethe to at Federal and construction contracts and to at related subcontracts.

18 U.S.C. 1020 revious as follows

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Victorials Provingly availed any felial alektreant, failed especial control felial engaged to the expension with respect to the control felial engaged to the control of any work performed or to perform out the performance of the performance

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Shari de fished corder this title on empresoned net more than 5 years or coth."

### IV MPLEMENTATION OF CLEAN AR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provesion is applicable to all Federal alp construction of the third than the all the constructions.

By submission of this hiddenopolar or the essection of this consists, or submission L. as a peroposal, the bidner, proposer. Federal and constitution controller of submeriments, as a peropolar of submeriments, as a peropolar, withe decimal or time significant as follows:

That any resion who is or with the difficult in the particular continue of the control of use provided in form recovering an available section of section field in the Chain Water Act or Sac Res 1550 of the Clie in Am Act, 2. That the hindration agrees to include on course to be followed the requirements of personal registers for the decided in followed the requirements of personal registers (1) of this Section X in the register of the registers must be three such as and motion controlling agency may defined as a major of feedback in the such as a micromotic register, and the support of the such as an original register, and the such as a micromotic register, and the such as a such a

# X GERTIFICATION REGARDING DEDARMENT, SUSPENSION, INELIGISHLITY AND VOLUNTARY EXCLUSION

This prevision is operated to all Federal disconstruction contracts, doi: gin delide contracts, subconcares, fune-effect subministration provides many, subconcares, fune-effect subministration provides many laser appropriate consultation of the subministration of the submini

#### 1. Instructions for Confidention - First Ter Participants:

- all By sight is take administry this proposal, the prospective line for participant is provising the contribation and dust below.
- b) The issuesity of a person to provide the certification set out tellow without reconsessive result in genual of partitionalism to this.

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- or The conflictions in his clause in a notional representation of list upon which insistent was pusced when the conflictions appropriate conflictions appropriate conflictions appropriate processing and the later determined list the prospective participant incoming remarks and extractions, or extractions of an extractions, conflictions in addition of care remarks are applicable on the second conflictions of processing applicability appropriate processing applicability and processing second formula.
- d., The prospective Stut her participal chair provide monocide within proce to the contracting approxy to whom the proposal is stutified if any time time prospective fail time prelimparties in that is continuous value prospective fail time submittable or has beautime promotous by relation of changed of countriers or
- or Trusteriores

  a Tha time, Tower and learnandinal "Orbaninal," "Inspected," in religion, "Inspected," in religion," in principal, "Inspected," in religion, "Inspected," in religion, "Inspected," in religion, and relation of voluntally assistantly as serial in the clause, are defined in 2 CFP Parts 180 and 1720. That I for Covered in the control of the control of
- The prospective find like proteins and output like the properties of the proteins of the proteins that the proteins toward immatch to elected use the proteins toward immatch to elected use, it is also not knownly to there into any toward immatch or elected use that settlem with a protein who to debatroin, sustained, determined when the proteins that the submitted of the proteins and the proteins of the covered firm audion unless sollhorous by the depatheliar of a preview period pilot that that and covered the proteins of the depatheliar of a preview period pilot that that that and covered the proteins of the protei
- g. The prospective field for participant further spreas by scandilling the proposal field in will include the cause (filed in section of the proposal field in which for the cause filed in the proposal field in the filed fi
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- Certification Regarding Debarmoni, Suspension, Ineligibitity and Voluntary Exclusion First Tier Participants:
- a. The prospective little interpretables in the best of its knowledge and bestel, that it and its principals.
- (1) Are not presently deliamed, suspended, projected for decomiant, declared medigible, or voluntarily evaluated from participating in currently braseletiens by any Foderal department or agency.
- (2) Here not within a tone your period preceding this proposal white consider of or half a tone paper is notice. I proposal wheth considers of or half a tone paper is notice there a not rectain visit utaning, attending to obtain, no performing to the production visit utaning, attending to obtain, no performing to the public products with utaning, attending to obtain, no performing to the public products of a public product of the public products and to the public products of a public products. In all paging, other, public products of the public products. In all paging, taking makes, or decreasing above poly-public products.
- (3) Are not presently emissively for or otherwise crimenally, codes charged by a governmental entity (Frances). Clade or Faculty with correlations of any of the offers as environmental in path property of the offers as environmental in path property or (2) of this coefficiation.
- (4) Have not within a time-typear period preceding this approximation proposal had one or more public transactions (Findical, State or local) terrainable for cause or default.
- It. Where the prospective puricepant is unable to certify to may all the statements of the certification, thick prospective content and shall attach an expensed in this proposal.
- 2 Instructions for Cortification Lower Titr Participants
- phophicates to his subcontracts, panchase croses and other lower ten varisactions requiring prior PhoVA agricoval or estimated to ocst \$25,500 or mole 2 CER Parts 180 and 1870)
- a. By kigning and submitting this proposal, the prospective sea Scr. is providing the desification set out below.
- B. This configuration in this clause is a material legislacentation of find spars which reference was a faced when PAL far addition was referred to the sparse who as the configuration of the polysparse for the property for the property freedings and production on the property freedings and product as in configuration in a position to other remoders any addition to the Pallatin Governous table deposition. As polysparse with whole the product of the p

tris transaction originated may pursue evaluate remedies, including suspension andry determent.

- c. The grosspective lowers like positicipant shall provide instruction without colors to the person to which this proposal is submitted if any time the prospective lower temperature lowers that the certification was enterance by reason of changed charantstances.
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  a. The Intern Assessed Neutralition, "Required,"
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- It is prospective kneetile; participant acrees by submitted in the projected consent submitted in the projected in the pr
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- ma 35,000 tieratud.

  In A philippar il in coive ad turniquition may nely sport a certification of a groupe-deep professor in a been fair control control and may be a control and
- II. Nothing contained in the foregoing shall be construed to require contained here of a system of records in order to cause in good light its confession required. By this data. The shrowledge and shomeword of partit goard in not inquared to excess that where is normally possessed by a product person in the ordinary course of business dealings.
- Escapa for (name retions authorized under paragraph o of times institutions, if a participant in a covered transaction, recovingly orders into lever for consent dramaticum with a person who is usepended, deserted, instigation, or without institution of the suspended of the formation institution of the suspended of the suspended

depetition or agency with each this transaction originated may pincish available remodes, activity principles and/or applicable.

Certification Regarding Debarmont, Supportion, Ineligibility and Voluntary Exclusion-Lower Tier Participants:

- The presenting lower ter participant contines, by submestion of this process, that methan is not its pointinals is presently deflutive, suspensed, proposed for detainment, described beging or evoluntary encoded from perticipating in covered transactions by any Evoletic department or agreecy.
- Where the prospective lower her participant is unable to certly to any of the statements in this certification, such prospective participant shall attach an explanation to thus

XI, CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LONGYING

This provision is applicable to all Federal aid construction contracts and to all releast subcontracts which caceed \$100,000 (49 CFR 20).

- The prospective participant cartifies, by eigning and submetting this bid or proposal, to the best of list or her knowledge and basel, that
- a Not False's agreement from since been part or will be gold, by or on exhall of the understood at an operation of exhall of the understood at an operation for exhall or on the exhall of the understood at a middle or enablepeer of any Fachet Laguery, a Montator of Congress, as no either it enables or enabled or enabled to the enabled of Congress, as examination with the assumpt of english of Congress, as examination with the assumpt of english of exhall or enabled at the middle of englishing of every enabled basis, the endough of the day cooperative approximate, and false of examination of experiments of englishing of experiments of experiments of examination of experiments of exhall or endough of examination of experiments.
- b. Il any futore blem han Federal appropriated bands have been poid or will be paid to any portion for this hazarding or alternity for the best paid to any portion for this hearing or alternity for the missings for the information on officer or employee of any Federal agency, a futorizer of Compress, on entitled to employee of the futorizer in connection with the Federal central, grant, foat, or cooperation we prevent, the understand strate compress composation and externel, the understand strate Compress control of the composation and compress, the composation are compress, the control of the composation and compress, the composation are prevent, the understand strate Compress from our deposit benefit of the control of the compress of the
- 2. Pay certification is a content improportation of fact upon relative transportation of fact upon relative transportation of fact upon relative transportation of the structure as well-related in the structure of the structu
- 3. The prospective participant also agrees by sourciting its bid or proposal that the perturbant shall require that the language of this certification buriculated in all cover for subcordiscts, which succeed \$100,000 and that all south recipions shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PRIZERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY STSTEM OR APPALACHIAN LOCAL ACCESS ROAD COMTRACTS TEST PROBLEMS AND ADMINISTRACTS TO THE PROBLEMS AND THE PROPERTY AND ADMINISTRACTS TO THE PROBLEMS AND THE PROPERTY AND ADMINISTRACTS TO THE PROBLEMS AND THE PROPERTY AND ADMINISTRACTS AN

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- a. To like nature that quarters persons regularly resisting in the area are not marketize.
- b. For the resionable needs of the contractor to employ supervising or specially experienced personnel necessary to assure an efficient execution of the contract work.
- or save an electric description of the control of the emphysical of the control of control of the control of the control of control of control of the control of the control of control of control of the control of the control of control of control of the control of control of control of the control of control of control of control of the control of contro
- 2. The consumer shall place a july order with the fitted Employment Service indicating (a) the class of the fitted Employment Service indicating (a) the class of the fitted state of the thinders, included and writer confidence in regular of a service. The califoratives, (b) the interface of employees sequent of a sear included state, (b) the careful or the fitted projections existing so such exploration of the fitted state of the projections provided an information could not be produced, and (b) any other proprietable information could not be produced from the pro-prietable with the fitted Employment from the property of the projection of the produced from the property of the projection of the property of the produced from the pro-sidence of the produced from the produced from the pro-perty of the produced from the produced from the pro-perty of the produced from the produced from the pro-sidence of the produced from the produced from the pro-perty of the produced from the produced from the pro-perty of the produced from the produced from the pro-perty of the produced from the produced from the pro-ting of the produced from the produced from the pro-ting of the produced from the produced from the pro-ting of the produced from the produced from the pro-ting of the produced from the produced from the pro-ting of the produced from the produced from the pro-ting of the produced from the produced from the pro-ting of the produced from the produced from the pro-ting of the produced from the produced from the pro-ting of the produced from the produced from the produced from the pro-ting of the produced from the produced from the produced from the produced from the pro-ting of the produced from the produced from the produced from the pro-ting of the produced from the
- 3 The confloctor shart give fue consideration to an qualified job applicants referred to him by the State Employment. Service. The contractor is not required to grant employment to any job applicant wint, in the contract are not qualified to portion the treasefaction of work required.
- portions the desendance of serious experies.

  4. If, which covers following the placing of a job once by the confined with the Salate Employment Service, the Salate Employment Services to trade to not also any quantities job applicants to the continuous or less that the number requested, this Salate Employment Service and Service a service and experies to the continuous process and the service and service a service and service and service as service as the service and service as service as the service and service and service as the service and service as the service and service as the service as the service and service as the service as
- 6 The provisions of 23 CFR 803 207(e) allow the contracting agency to provide a contraction preference for the task of impress resource materials native to the Appailanth-an region.

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#### 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. 112<sup>th</sup> 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. 112<sup>th</sup> 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 19-3090-898017-B-89008060	Pleasant Valley Road Pleasant Valley Road	\$330,000.00 200,999.44
	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
0,0,11 100250	Gladstone Contribution	φ1,JJJ,JJU,4Z

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- <b>89</b> 008700	N.E. 112th Street and Stark Avenue	_1	,353,536,42
	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
112 5 155 070011 D 07000000	r icasant vancy Road	\$1,039,377.93

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		595,000.00
	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:

Dustin E. Johnson

Assistant City Attorney

Authenticated as Passed

Sly James, Mayor

Marilyn Sanders, City Clerk

DEC 2 0 2018

**Date Passed**