

BILL NO. 22-16

ORDINANCE NO. 4.593

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GLADSTONE, MISSOURI, AND MID-AMERICA REGIONAL COUNCIL (MARC) FOR CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT 2021 (CRRSAA) FUNDS FOR THE REGIONAL PREVENTATIVE MAINTENANCE PROGRAM.

WHEREAS, MARC is administering the Missouri Regional Preventative Maintenance (RPM) Program using CRRSAA funds; and

WHEREAS, funds have been allocated to the City in the amount of \$151,019 based on population; and

WHEREAS, funds can be used to conduct mill & overlay and/or micro surfacing on Gladstone streets; and

WHEREAS, the City is authorized to enter cooperative agreements pursuant to Sections 70.210 to 70.320 RSMo; and

WHEREAS, Section 70.230 RSMo provides that the City may enter such cooperative agreements by ordinance duly enacted.

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


THAT, The City Manager is hereby authorized to execute the agreement with MARC for the Regional Preventative Maintenance Program.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 23rd DAY OF MAY 2022.



Bill Garnos, Mayor

Attest:



Kris Keller, City Clerk

First Reading: May 23, 2022

Second Reading: May 23, 2022

REGIONAL PREVENTIVE MAINTENANCE PROGRAM

AGREEMENT

PARTIES: City of Gladstone, Missouri, hereinafter referred to as the "Partner"

Mid-America Regional Council, hereinafter referred to as "MARC"

PURPOSE: The Regional Preventive Maintenance program (here in after known as "RPM") will use Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA) funds to support preventive maintenance activities on local roadways to address deferred maintenance needs for area cities and counties located within the Kansas City metropolitan planning area in Missouri. Funds received will be used to conduct Mill & Overlay and/or Micro Surfacing maintenance on roadways as detailed in Article I.

The program is intended to facilitate the following objectives:

- Maximize federal funds at 100% participation to the extent possible;
- Use CRRSAA funds for program administration, preliminary engineering, preventive maintenance activities and construction engineering;
- Focusing on local roadways not on the Federal Aid Highway system to provide maximum flexibility in implementing the program;
- Focusing on routes that connect neighboring jurisdictions, where practical;
- Grouping multiple jurisdictions' roadways into a small set of consolidated preventive maintenance contracts for economies of scale;
- Offering options for both Mill & Overlay and Micro Surfacing contracts as needed.

EFFECTIVE Parties mutually agree to Articles I, II, and III in accordance with this Agreement as of the ____ day of _____, 2022.

ARTICLE I

PARTNER AGREES:

1. To provide a primary project contact and coordinate with MARC's project manager and the project's preliminary and construction engineering teams.
2. To participate in the RPM program management and provide MARC all required technical assistance, data and any other necessary information needed to successfully manage and comply with federal/state requirements regarding the RPM project.
3. To identify roadways within their jurisdiction to be included in the RPM in consultation with MARC, avoiding route(s) that will require costly retrofits under Americans With Disabilities Act requirements or completing required ADA upgrades with local funds.
4. Avoid routes:
 - a. Assumed or deemed controversial.

- b. Require purchasing rights of way that is beyond the customary practice/cost of similar preventive maintenance projects
 - c. Requiring public engagement that is beyond public engagement practices of similar preventive maintenance projects.
 - d. Requiring extensive base or pavement repair
 - e. That are existing locally funded projects requiring completion.
5. To select local roadways not on the Federal Aid Highway system.
6. To select a Mill & Overlay and/or Micro Surfacing preventive maintenance solution as appropriate.
7. To allow RPM project work in their jurisdiction to be bundled or combined into bid packages and contracts including work in other jurisdictions.
8. To use common specifications and mix designs to reduce cost and program complexity.
9. To reimburse MARC for any project cost within the Partner's jurisdiction above and beyond the Partner's CRRSAA allocation in Article III.
10. Any change order, rights of way purchase, extensive/additional public engagement or request for additional services must be submitted through MARC to the contracted contractor. If the resulting change order or request for additional services requires additional funding, payment shall be the responsibility of the Partner.
11. Partner is aware that any rights of way and public engagement cost are attributed to their CRRSAA allocation. The balance of the allocation minus any additional cost will be used as the Partners preventive maintenance program's allocation.
12. To waive any and all permit expenses in connection to the RPM project.
13. To provide final approval of project deliverables.
14. Final selection of proposed route(s) is vested in MARC in consultation with the Partner.
15. To the extent allowed by law, the Partner shall defend, indemnify, and hold harmless MARC and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by the Partner under this Agreement, caused by the Partner, its employees, agents, subcontractors, or caused by others for whom the Partner is liable. Notwithstanding the foregoing, the Partner is not required under this section to indemnify MARC for the negligent acts of MARC or any of its agencies, officials, officers, or employees.

ARTICLE II

MARC AGREES:

1. To provide a project manager, conduct project and program management.
2. To work with MoDOT to secure funding for administration, preliminary engineering, construction inspection and preventive maintenance contracts.
3. To work with MoDOT and Partner jurisdictions to procure engineering and construction services,
4. MARC shall comply with and shall require its Private Firms to comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.
5. To ensure RPM partners' agreements adequately cover program terms and costs,

6. To allocate CRRSAA funds for RPM program activities within the Partner's jurisdiction as shown in Exhibit A.
7. To manage RPM project development activities and requirements,
8. To conduct RPM project lettings,
9. To manage construction inspection and federal grant reporting activities, as needed.
10. To ensure that RPM project consultants and contractors follow federal, state and local laws for engineering and job site safety and construction.
11. To accept project completion only with Partner approval.
12. To the extent allowed by law, MARC shall defend, indemnify, and hold harmless the Partner and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by MARC under this Agreement, caused by MARC, its employees, agents, subcontractors, or caused by others for whom MARC is liable. Notwithstanding the foregoing, MARC is not required under this section to indemnify the Partner for the negligent acts of the Partner or any of its agencies, officials, officers, or employees.
13. MARC shall procure and maintain, and shall require its contractors to procure and maintain, in effect throughout the duration of this Agreement, insurance coverage not less than the maximum amount of liability set forth in Section 537.610 RSMo and that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2022 is \$3,065,952. MARC shall ensure that the Partner is named as an additional insured.

1. Commercial General Liability Insurance: with limits of \$459,893 per occurrence and \$3,065,952 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability,
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$3,065,952.
 - d. No Contractual Liability Limitation Endorsement,
 - e. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.
2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:
 - a. Workers' Compensation Statutory
 - b. Employers' Liability with limits of:
 - i. \$100,000 each accident
 - ii. \$500,000 disease - policy limit
 - iii. \$100,000 disease - each employee
3. Commercial Automobile Liability Insurance: with a limit of \$3,065,952 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 this Cooperative Agreement.

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

Regardless of any approval by the Partner, it is the responsibility of MARC to ensure that the required insurance coverage is procured and maintained in effect at all times. In the event MARC fails to ensure that the required insurance is procured and maintained in effect, or that Partner is named as an additional insured, the Partner may order that the construction of the Improvements immediately stop 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.

ARTICLE III

BOTH PARTIES MUTUALLY AGREE:

1. The Partner will receive a CRRSAA allocation to participate in the RPM program in an amount up to but will not exceed \$151,019.
2. The RPM Program is funded completely by CRRSAA funding and local match participation is not required.
3. Any cost beyond the Partner's CRRSAA allocation is the responsibility of the Partner.
4. This Agreement and all contracts entered into under provisions of this Agreement shall be binding upon the Partner and MARC.
5. This Agreement is pursuant to the authority set forth in Article VI, Section 16 of the Missouri Constitution and Section 70.210 et. Seq.
6. No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.
7. Parties to this Agreement may terminate this Agreement by giving 180 days' notice to the other Party. Financial obligations will be honored up to the effective date of termination.
8. No third-party beneficiaries are intended to be created by this Agreement, nor do parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to terms or provisions of this Agreement.

IN WITNESS WHEREOF: the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

Mid-America Regional Council

City of Gladstone, Missouri

David Warm
Executive Director

Scott Wingerson
City Manager


Signature


Signature



Request for Council Action

☐ RESOLUTION #

☒ BILL # 22-16

ORDINANCE # 4.593

Date: 5/11/2022

Department/Office: Public Works

Meeting Date Requested: 5/23/2022

Public Hearing: ☐ Yes ☒ No Date:

Subject: Regional Preventative Maintenance Program

Requested Action: Approval of MARC Regional Maintenance Program Agreement

Background: The Mid-America Regional Council (MARC) is administering \$6,714,666 in transportation related funding to be used for street maintenance including mill and overlay and/or micro surfacing. These funds are available to Missouri communities through the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) of 2021. Funds are being distributed based upon population with a minimum allocation of \$50,000. The City of Gladstone's allocation is \$151,019. It is anticipated that the work will be completed in 2023. There is no local match and design and inspection will be administered through MARC.

Budget Discussion: Funds are budgeted in the amount of \$N/A in the TST fund. Ongoing costs are estimated to be \$N/A.

Public/Board/Staff Input: n/a

Recommendation: City staff recommends the approval of this agreement.

Distribute Original Contracts to: ☐ City Clerk

Tim Nebergall

City Attorney JM

City Manager SW

RCA DUE TO CITY CLERK WEDNESDAY 2:00 PM

Revised 1/10/2018