

CCO Form: FS08
Approved: 03/04 (BDG)
Revised: 03/17 (MWH)
Modified: 04/21 (MWH)

Route 24, Jackson County
Project No. J4S3405B
City of Independence
Agreement #2021-03-62166

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COST SHARE AGREEMENT SUPPLEMENTAL AGREEMENT #1**

THIS SUPPLEMENTAL AGREEMENT #1 is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Independence (hereinafter, "Entity").

WITNESSETH:

WHEREAS, on May 29, 2020, the Commission and the Entity previously entered into Cost Share Agreement #2019-12-54627 (hereinafter, "Original Agreement");

WHEREAS, on March 24, 2021, the Commission approved the Entity's request to increase the overall project cost to be shared equally between the parties;

and

WHEREAS, the Commission and the Entity now desire to revise the Original Agreement as provided in this Supplemental Agreement #1.

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

(1) REVISION: Paragraph (9) FINANCIAL RESPONSIBILITIES of the Original Agreement is hereby removed and replaced with the following:

(9) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the Entity agrees as follows:

(A) The total project cost currently estimated at twelve million four hundred ninety five thousand eighty two dollars (\$12,495,082) will include preliminary engineering (PE), preliminary engineering review, environmental assessment, Right-of-way (**ROW**) acquisition, ROW review, ROW incidentals, utility coordination construction and construction inspection. The details of the estimated cost breakdown are listed below and in "Exhibit B", which is attached hereto and made part hereof.

(B) The Entity shall be responsible for fifty percent (50%) of the total project cost currently estimated six million two hundred forty seven thousand five hundred forty one dollars (\$6,247,541). The Entity will receive a credit for PE and ROW

costs currently estimated at and not to exceed one million one hundred sixty one thousand nine hundred sixty three dollars (\$1,161,963) upon the Commission's receipt of documentation satisfactory to the Commission which supports actual costs incurred and paid by the Entity. The Entity was awarded three million five hundred thousand dollars (\$3,500,000) in Federal Surface Transportation Block Grant (**STBG**) funds from the Mid-America Regional Council which will be credited to the Entity's fifty percent (50%) share of the project costs. The Entity authorizes the Commission to program eighty percent (80%) not to exceed three million five hundred thousand dollars (\$3,500,000) in Federal STBG funds from the Mid-America Regional Council available in Federal Fiscal Year 2021 towards this project. If the Entity does not receive the above-referenced STBG federal funds, the Entity shall be responsible for the STBG Federal fund amounts. The Entity shall remit a check to the Commission in the amount of one million five hundred eighty five thousand five hundred seventy eight dollars (\$1,585,578) to cover the estimated construction, inspection costs, PE review and ROW review costs no later than five (5) days prior to the Commission's advertisement of the project for bids. Each of these checks shall be made payable to the *Missouri Highway and Transportation Commission – Local Fund*. If the Entity fails to make any of the required deposits, the Commission is under no obligation to continue with the project.

(C) The Commission is responsible for fifty percent (50%) of the total project cost, currently estimated at and not to exceed six million two hundred forty seven thousand five hundred forty one dollars (\$6,247,541). Of this amount, the Commission will provide four million four hundred ninety-one thousand one hundred ninety dollars (\$4,491,190) from the Commission's Cost Share program, of which, two million five hundred thousand dollars (\$2,500,000) is available in State Fiscal Year 2021, and one million nine hundred ninety-one thousand one hundred ninety dollars (\$1,991,190) is available in State Fiscal Year 2022. The remaining one million seven hundred fifty six thousand three hundred fifty one dollars (\$1,756,351) will be paid from the MoDOT Kansas City District STIP budget. Commission's Cost Share program funds shall not be used off the State Highway System.

(D) The Entity shall be responsible for the balance of the project in excess of twelve million four hundred ninety five thousand eighty two dollars (\$12,495,082) . Underruns will be based on the prorata share of the investment.

(E) If, at the time of the letting, the lowest responsive bid is higher than the estimated construction and inspection cost amount, the Entity, upon written notification from the Commission shall remit a check to the Commission in the amount of its share of the difference between the estimated amount and the lowest responsive bid no later than one (1) day prior to the date of the Commission meeting wherein the subject bid will be considered for award or a later date set by the Commission in its sole discretion. In the event the Commission, in its sole discretion, extends the day the Entity payment is due, it shall notify the Entity of the new due date in writing, which shall be binding immediately upon the Entity's receipt of the written notice. The check must be made payable to the *Missouri Highway and Transportation Commission – Local Fund*. The Commission, in its sole discretion, reserves the right to

take action at the said Commission meeting and either reject all bids if the Entity fails to make the payment by the due date, or award the contract to the lowest responsive bidder contingent upon receipt of the additional funds from the Entity by the extended due date. If the Commission makes a contingent award of the contract and the Entity fails to make the required deposit(s) by the extended due date, the contingency of the contract award by the Commission shall be deemed unsatisfied, the award of the contract shall be deemed null and void and the Commission shall be under no obligation to continue with the project.

(2) REVISION: Exhibit B in the Original Agreement is hereby removed and replaced with the Exhibit B attached hereto.

(3) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement #1, the Original Agreement between the parties shall remain in full force and effect and shall extend and apply to this Supplemental Agreement as if fully written in this Supplemental Agreement.

*Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on
Following Page*

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

Executed by the Entity on _____ DATE

Executed by the Commission on _____ DATE

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF INDEPENDENCE

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

Ordinance No _____

Exhibit B

Route 24 between Route 291 to River BLVD, City of Independence
 Job No. J4S3405B, Jackson
 County

Project Breakdown:

| Task | Total Cost | Commission Share | Entity Share |
|---------------------------------------|----------------------|-------------------------|---------------------|
| Preliminary Engineering (PE) | \$ 841,963 | \$ 0 | \$ 841,963 |
| PE Review | \$ 5,000 | \$ 2,500 | \$ 2,500 |
| Environmental Assessment | Included in PE | Included in PE | Included in PE |
| ROW Acquisition | \$ 300,000 | \$ 0 | \$ 300,000 |
| ROW Acquisition Incidentals | \$ 20,000 | \$ 0 | \$ 20,000 |
| ROW Review | \$ 5,000 | \$ 2,500 | \$ 2,500 |
| Construction Contract (Participating) | \$ 10,582,354 | \$ 5,872,158 | \$ 4,710,196 |
| Construction Engineering | \$ 740,765 | \$ 370,383 | \$ 370,382 |
| Subtotal | \$ 12,495,082 | \$ 6,247,541 | \$ 6,247,541 |
| Total Funding | | \$ 6,247,541 | \$ 6,247,541 |

Project Responsibilities: (Commission/Entity)

| | |
|---------------------------------------|------------|
| Preliminary Engineering/Environmental | Entity |
| Right of Way | Entity |
| Utility coordination | Commission |
| Letting | Commission |
| Inspection | Commission |

To be continued

| Financial Responsibility: | Dollars | Percentage |
|----------------------------------|----------------------|-------------------|
| MoDOT cost share funds | \$ 4,491,190 | 36% |
| MoDOT district funds | \$ 1,756,351 | 14% |
| Entity STBG Funds | \$ 3,500,000 | 28% |
| Entity Local Funds | \$ 2,747,541 | 22% |
| TOTAL | \$ 12,495,082 | |

How will overrun/underrun be handled?

The Entity is responsible for the balance of the project in excess twelve million four hundred ninety five thousand eighty two dollars (\$12,495,082). Any underruns will be refunded to the Entity based on the pro rata share. Upon completion of the project, if the total cost is less than (\$12,495,082), any excess funds except STBG funds credited to the Entity shall be refunded.