

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 2021-05-05 | 1:44 PM CDT DATE

Executed by the Commission on 2021-05-12 | 10:07 AM CDT DATE

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

CITY OF INDEPENDENCE

DocuSigned by:
Eric E. Schroeter
5F8C9FE9B29E499...
Title Assistant Chief Engineer

DocuSigned by:
Zachary Walker
39ED1B6B0A5644E...
By _____
Title city manager

ATTEST:

DocuSigned by:
Paula Horton
A4666CD7096240B...
Secretary to the Commission

ATTEST:

DocuSigned by:
Rebecca Belrens
A7AC14EC4BA34F3...
By _____
Title city clerk

Approved as to Form:

DocuSigned by:
Megan L. Waters-Hamblin
BA34EE9EF9E3407...
Commission Counsel

Approved as to Form:

Title: _____

Ordinance No 19211

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.

BILL NO. 21-018
ORDINANCE NO. 19211

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO APPROVE A COST SHARE AGREEMENT SUPPLEMENTAL AGREEMENT NO. 1 WITH THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION FOR THE US 24 COST SHARE PROJECT PHASE 1 (PROJECT NO. 111801); AND MAKING THE NECESSARY APPROPRIATIONS.

WHEREAS, the City Council of the City of Independence, Missouri, did approve Ordinance No. 19103 authorizing the City Manager to execute a Cost Share Agreement with the Missouri Highway and Transportation Commission on April 6, 2020; and,

WHEREAS, on February 4, 2021, the City of Independence requested reconsideration of the terms of the initial cost share agreement based on the updated anticipated project costs; and,

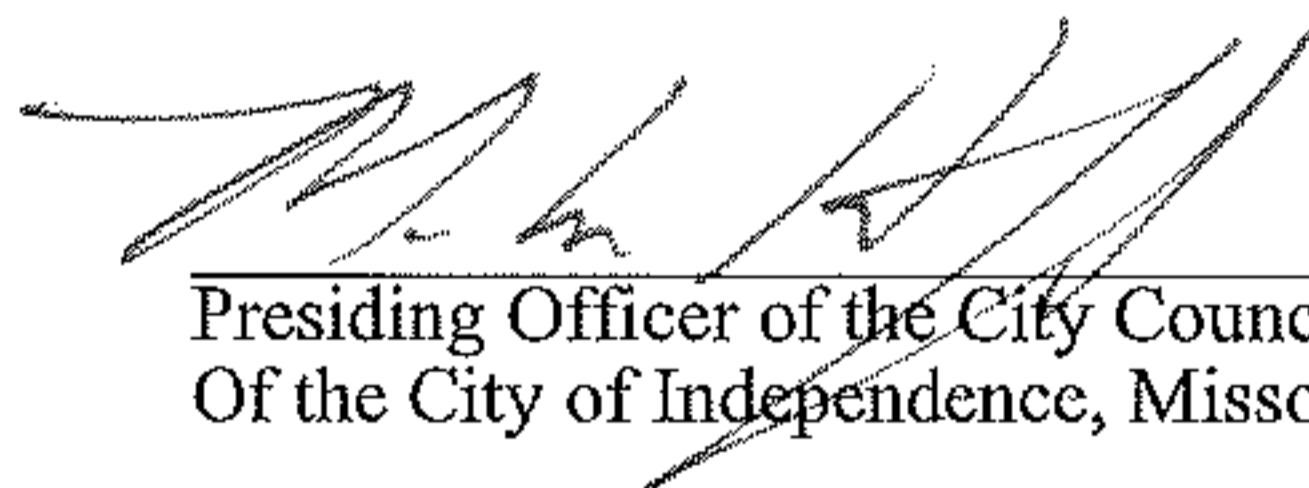
WHEREAS, on March 24, 2021, the Missouri Highway and Transportation Commission approved the City of Independence, Missouri request to increase the overall project cost to be shared equally between the parties;

WHEREAS, the City Council of the City of Independence, Missouri, finds it necessary to enter into a Cost Share Agreement Supplemental Agreement No. 1 with the Missouri Highway and Transportation Commission for US 24 Highway Cost Share Phase 1 Project (Project No. 111801);

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

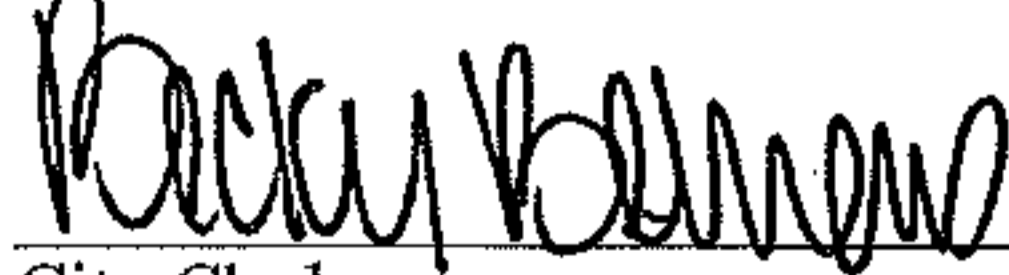
SECTION 1. That the City Manager of the City of Independence, Missouri, is authorized to sign and execute for and on behalf of the City of Independence a Cost Share Agreement Supplemental Agreement No. 1 pursuant to the provisions in the attached agreement.

PASSED THIS 3rd DAY OF May, 2021, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.



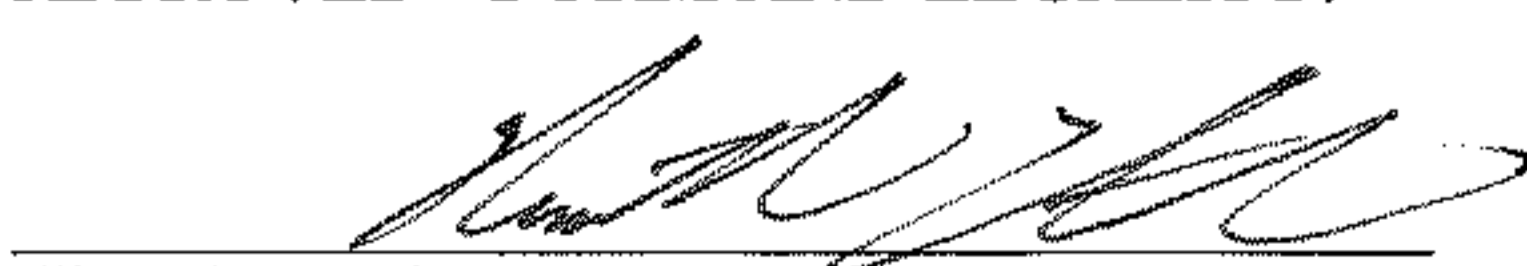
Presiding Officer of the City Council
Of the City of Independence, Missouri

ATTEST:



City Clerk

APPROVED - FORM AND LEGALITY:



City Counselor

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, sufficient to meet the obligation hereby incurred.

Source is: Street Sales Tax Funds

US 24 Highway Cost Share Agreement
MO 291 to River Blvd.
4/7/21-bb

REVIEWED BY:



City Manager



Director of Finance and Administration
City of Independence, Missouri

Certificate Of Completion

Envelope Id: 6F8F74E6E0BB4C59BC63C6AD13E9EF62

Status: Completed

Subject: Please DocuSign: 2021-03-62166.pdf

Source Envelope:

Document Pages: 8

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Juan Yin

AutoNav: Enabled

1860 Michael Faraday Drive

Enveloped Stamping: Enabled

Suite 100

Time Zone: (UTC-06:00) Central Time (US & Canada)

Reston, VA 20190

Juan.Yin@modot.mo.gov

IP Address: 168.166.80.221

Record Tracking

Status: Original

Holder: Juan Yin

Location: DocuSign

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Juan.Yin@modot.mo.gov

Signer Events**Signature****Timestamp**

Zachary Walker

ZWalker@indepmo.org

city manager

Security Level: Email, Account Authentication (Optional), Access Code

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Zachary Walker

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Rebecca Behrens

RBehrens@indepmo.org

City Clerk

Security Level: Email, Account Authentication (Optional), Access Code

DocuSigned by:

Rebecca Behrens

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Electronic Record and Signature Disclosure:

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Megan L. Waters-Hamblin

Megan.Waters-Hamblin@modot.mo.gov

Senior Administrative Counsel

Missouri Department of Transportation

Security Level: Email, Account Authentication (Optional)

DocuSigned by:

Megan L. Waters-Hamblin

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Signature Adoption: Pre-selected Style

Using IP Address: 168.166.80.221

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Eric E. Schroeter

Eric.Schroeter@modot.mo.gov

Assistant Chief Engineer

Missouri Department of Transportation

Security Level: Email, Account Authentication (Optional)

DocuSigned by:

Eric E. Schroeter

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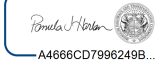
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Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
<p>Pamela J Harlan pamela.harlan@modot.mo.gov Secretary to the Commission Missouri Department of Transportation Security Level: Email, Account Authentication (Optional)</p>	<p>DocuSigned by:  A4666CD7996249B...</p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 168.166.80.221</p>	<p>Sent: 5/12/2021 10:01:37 AM Viewed: 5/12/2021 10:07:35 AM Signed: 5/12/2021 10:07:42 AM</p>

Electronic Record and Signature Disclosure:
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Athena Huynh AHuynh@indepmo.org Security Level: Email, Account Authentication (Optional)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 5/4/2021 4:23:28 PM Viewed: 5/4/2021 4:24:20 PM</p>
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Electronic Record and Signature Disclosure:
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<p>Dana L. Kaiser Dana.Kaiser@modot.mo.gov Senior Executive Assistant Missouri Department of Transportation Security Level: Email, Account Authentication (Optional)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 5/12/2021 7:43:44 AM</p>
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Electronic Record and Signature Disclosure:
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<p>Jennifer Jorgensen jennifer.jorgensen@modot.mo.gov Asst Secretary to the Commission MoDOT Security Level: Email, Account Authentication (Optional)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 5/12/2021 10:01:37 AM</p>
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Electronic Record and Signature Disclosure:
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<p>Krystal Jolly Krystal.Jolly@modot.mo.gov Security Level: Email, Account Authentication (Optional)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 5/12/2021 10:07:43 AM</p>
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Electronic Record and Signature Disclosure:
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<p>Marisela Ward Marisela.Ward@modot.mo.gov Missouri Department of Transportation Security Level: Email, Account Authentication (Optional)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 5/12/2021 10:07:43 AM</p>
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Electronic Record and Signature Disclosure:
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	5/12/2021 10:07:42 AM
Completed	Security Checked	5/12/2021 10:07:44 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

**Missouri Highways and Transportation Commission
DocuSign, Inc. Express Electronic Signature Agreement**

The Missouri Highways and Transportation Commission (hereinafter, Commission), acting by and through the Missouri Department of Transportation (MoDOT) is willing to provide to the Authorized Representative of the Contractor/Vendor/Consultant (Entity) who is duly authorized to act on behalf of said Entity (hereinafter you or I) and accept from you your electronically affixed authorized signature and seal, as required to validate a binding agreement between the Commission and the Entity, on all Commission/MoDOT documents, including but not limited to disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and the like, (hereinafter, Commission Documents) that are processed, generated, and exchanged by and between the Commission and you, acting on behalf of the Entity, electronically through the utilization of the DocuSign, Inc. Express (DocuSign) eSignature Application. In consideration of mutual covenants, you agree as follows:

- 1) You are the person duly authorized and designated by the Entity to receive, access and agree to the terms of this agreement on behalf of the Entity by clicking the Agree button below.
- 2) You have the authority to specifically consent and agree that the Commission, in its discretion, provide all disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and all other evidence of the transaction between the Commission and the Entity electronically (hereinafter all such documentation is referred to as electronic record(s)).
- 3) The email address, User ID and password authorized to access the electronic agreement via DocuSign are your own and are not shared with any other person.
- 4) All of the required notices and disclosures will be sent to the email address authorized through DocuSign.
- 5) You are duly authorized to receive electronically through DocuSign, access and act upon all electronic records, to provide all required information and electronically affix your signature and seal, as applicable, on behalf of the Entity named in such Commission Documents via DocuSign,.
- 6) The system through which you are accessing DocuSign and its eSignature Application meets the minimum requirements to access DocuSign, view, receive, retrieve, download, print, store, send and transmit all electronic records and any and all other communications sent to you from the Commission through the DocuSign web site.
- 7) All communications in electronic format from the Commission to you through DocuSign are considered in-writing. You have the ability to download and print any documents processed through DocuSign for 30 calendar days after such documents are first sent, as long as you are an authorized user of the DocuSign system. After such time, you may request copies by contacting the Commission through the Secretary to the Commission at mhtc@modot.mo.gov or by telephone at 573-751-2824. You shall print or download for your records a copy of any communication that is important to you to retain.
- 8) You have implemented appropriate security measures to ensure that only you have access through DocuSign to receive, access and electronically affix signatures to electronic records, as applicable, Commission/MoDOT sends to you through DocuSign. It is your sole responsibility to ensure your adequate protection, confidentiality and secrecy of the DocuSign Authentication Code, and any other user ID and/or Password combinations that may be required for you to access the DocuSign eSignature services and any disclosure thereof to any other person or

communication thereof through unsecure medium, such as traditional electronic mail, shall be entirely at your risk. You shall be liable for any unauthorized usage of your ID/Password combination and the DocuSign Authentication Code.

9) You agree and authorize the Commission to respond to and act upon any and all transactions initiated and transmitted by you electronically through DocuSign. Any transaction initiated and transmitted by you to the Commission through DocuSign and its eSignature application shall be deemed to have been authorized by you, and the Commission is entitled to assume that the said transactions are so authorized by you and the Commission shall be protected upon acting thereon.

10) You shall be fully liable to the Commission for every transaction entered into using a valid DocuSign Authentication Code sent to you through certified mail, telephone call or Short Message Service (SMS) text, with or without your knowledge. In no event will the Commission be liable to you for any special, direct, indirect, consequential or incidental loss or damages even if you have advised the Commission/MoDOT of such possibility. The Commission shall not be liable for any misuse, if any, of any data placed on the internet by third parties hacking or accessing the application and hosting server without authorization.

11) The Entity shall take responsibility for all the transactions with the Commission conducted electronically through DocuSign and will abide by the record of the transactions generated by DocuSign or by the Commission/MoDOT through DocuSign. Further such record of transactions shall be conclusive proof and binding for all purposes and may be used as conclusive evidence in any proceedings. All records of the Commission and DocuSign, whether in electronic form, magnetic medium, documents or any other form, with respect to electronic transactions sent or received through use of DocuSign shall be conclusive evidence of such transactions and shall be binding on the Entity.

12) The Commission/MoDOT shall not be liable for any loss or damage whatsoever caused, arising directly or indirectly, in connection with the services and /or this Agreement, including without limitation any: (A) Loss of data; and (B) Interruption or stoppages to your access to DocuSign and its eSignature application and/or processing of electronic transactions due to any operational or technical difficulties/reason beyond our control for any other reason. The Commission, along with its members, employees, agents, executors, successors and assigns shall not be liable for any damages or claims or injuries arising out of or in connection with the use of DocuSign and its eSignature application or its non-use including non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, computer failure or malfunctioning or interruption of business, error, omission, deletion, defect, delay in operation or transmission, communication line failure or for any failure to act upon electronic transaction for any cause.

13) You shall keep confidential all information, in whatever form, produced, prepared, observed or received by you to the extent that such information is confidential by law or otherwise required by the Commission.

14) This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Missouri. 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.

15) The terms of this agreement and any amendments thereafter shall remain in full force and effect for as long as DocuSign is active, or by thirty (30) days written notification by either party

of their intent to cancel this agreement.

By checking the I Agree button, I confirm that:

1. I am the person named in the documents to which I will electronically affix my signature; that I am authorized to sign such documents on behalf of the Entity named in the documents; that I will read and know the contents of such electronically signed documents including all exhibits attached thereto, and that the statements made therein are true, and that I will not omit any information needed to make such documents true; and that I will take appropriate security measures to insure that I have sole access to the documents sent to me by the Commission and MoDOT through the email address provided on DocuSign.
2. I and the Entity shall indemnify and save harmless the Commission, its members, employees, officers, successors, assigns, agents and representatives against any and all claims, losses, damages, costs, liabilities and expense actually incurred, suffered or paid by the Commission, its members, employees, officers, successors, assigns, agents and representatives, directly or indirectly, and also against all demands, actions, suits, proceedings made, filed, instituted against the Commission, its members, employees, officers, successors, agents and representatives in connection with, or arising out of, or relating to the Commission accepting and acting or not accepting and not acting for any reason whatsoever pursuant to, in accordance with or relying upon, data received, through DocuSign and its eSignature application you or any unauthorized use of your ID/Password combination, the DocuSign Authentication Code, or the DocuSign eSignature application.
3. I agree to the DocuSign, Inc. Express (DocuSign) Electronic Signature Agreement terms and conditions outlined above.