

CCO Form: FS08
Approved: 03/04 (BDG)
Revised: 03/17 (MWH)
Modified: 10/17 (MWH)

Route I-70 Drive SE, Boone County
Project No. J5S3304
City of Columbia

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COST SHARE AGREEMENT**

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

WITNESSETH:

WHEREAS, the Entity applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program*; and

WHEREAS, on August 25, 2017, the Cost Share Committee approved the Entity's application to the *Cost Share Program* subject to the terms and conditions of this Agreement; and

WHEREAS, the Commission owns and maintains Route I-70 Drive SE in Boone County as part of the State Highway System; and

WHEREAS, the parties desire the improvement of Route I-70 Drive SE at the intersection of Keene Street; and

WHEREAS, the Entity is willing to provide assistance in the design, right of way acquisition and construction of the improvements subject to the terms and conditions herein.

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

(1) PURPOSE: The purpose of this Agreement is to coordinate the participation by the Commission in the cost of the Entity's public improvement for Route I-70 Drive SE and the intersection of Keene Street, in the County of Boone, designated as Commission Job No. J5S3304.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Route I-70 Drive SE at the intersection of Keene Street, approximately 0.3 miles east of the 63 Connector in the City of Columbia.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference. The detailed location of the improvement will be shown on the plans prepared by the Entity for the above-designated route and project.

(3) 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 Entity and the Commission.

(4) COMMISSION REPRESENTATIVE: The Commission's Central 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.

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

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

(7) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity 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 Entity.

(8) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Entity will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, acquisition of right of way, relocation of utilities, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission's requirements, standards, and specifications. Said plans shall not be changed in concept or scope without prior approval of the Commission.

(B) The Entity will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Entity will solicit bids for the herein improvement in accordance with plans developed by the Entity, or as the plans may from time to time be modified in order to carry out the work as contemplated. The Entity shall not award the construction contract without obtaining Commission's concurrence in the award.

(C) The Entity will secure all required federal, state, and local permits as required for design and construction of the improvements prior to entering onto the Commission right of way to perform any obligation under this Agreement, obtain any applicable permit from the Commission, unless the performance of such obligations under this Agreement would not ordinarily require a permit from the Commission.

(D) The Entity will be responsible for construction of the herein

improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to the current criteria and requirements established and adopted by the Commission and in accordance with current applicable manuals and policies of the Commission and the FHWA, if applicable, which shall be furnished by the Commission upon request, and, absent the foregoing, with manuals and policies of the American Association of State Highway and Transportation Officials ("AASHTO").

(9) FINANCIAL RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The currently estimated cost of the project is six hundred fifty-two thousand two hundred forty dollars (\$652,240). The details of the estimated cost breakdown may be seen in "Exhibit B", which is incorporated herein and attached hereto. The total project cost will include preliminary engineering, right of way acquisition, utility relocation, project construction, and work inspection.

(B) The Commission will pay for fifty percent (50%) of the total project cost, currently estimated at three hundred twenty-six thousand one hundred twenty dollars (\$326,120). Of this amount, the Commission shall provide three hundred sixteen thousand one hundred twenty dollars (\$316,120) from the Commission's Cost Share program, available in State Fiscal Year 2019, and preliminary and construction engineering services by its Central District personnel estimated to total ten thousand dollars (\$10,000).

(C) The Entity is responsible for the balance of the project in excess of three hundred twenty-six thousand one hundred twenty dollars (\$326,120).

(10) COMMINGLING OF FUNDS: The Entity agrees that all funds deposited by the Entity, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *Local Fund* and credited to the project. If the amount deposited plus any applicable credited interest with the Commission shall be less than the actual obligation of the Entity for this project, the Entity, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds or interest credited to the Entity shall be refunded to the Entity based on its pro rata share of the investment.

(11) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission.

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

(13) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(14) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(15) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(16) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(17) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(18) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(19) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(20) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement

freely and voluntarily and without being in a state of duress or under threats or coercion.

(21) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Mr. David Silvester, P.E.
District Engineer
Missouri Department of Transportation
1511 Missouri Boulevard, P.O. Box 718
Jefferson City, Missouri 65102
Facsimile No.: 573-522-1059
E-mail: david.silvester@modot.mo.gov

Entity to: Mr. Mike Matthes
City Manager
City of Columbia
P.O. Box 6015
Columbia, Missouri 65205
Facsimile No.: 573-442-8828
E-mail: cmo@CoMo.gov

or to such other place as the parties may designate in accordance with this Agreement.

(22) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(23) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and 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 Entity's wrongful or negligent performance of its obligations under this Agreement.

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

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(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.

*[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 this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF COLUMBIA, MISSOURI

Title _____

By _____
Title Mike Matthes
City Manager

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title Sheela Amin
City Clerk

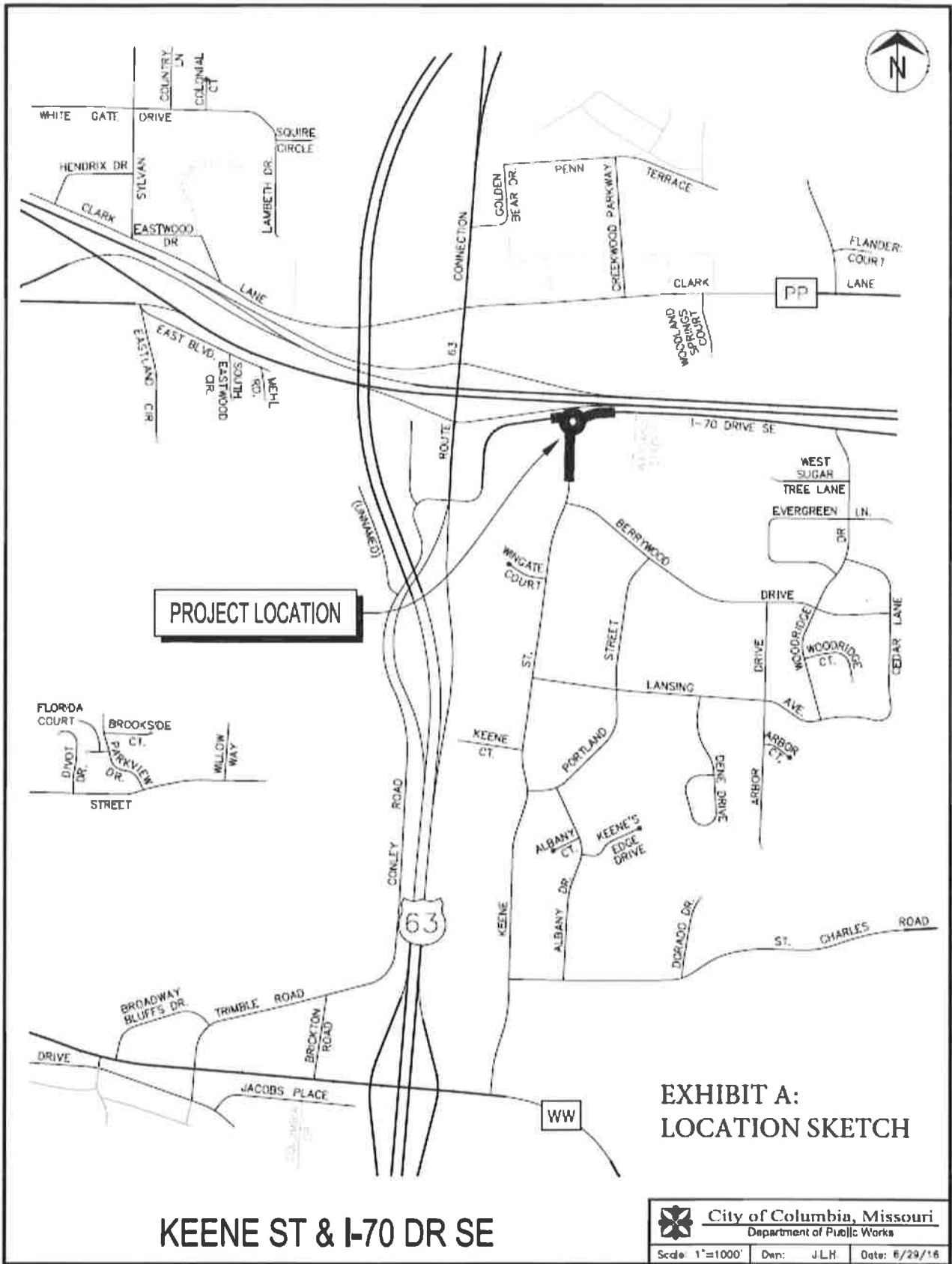
Approved as to Form:

Approved as to Form:

Commission Counsel

Title: Nancy Thompson
City Counselor

Ordinance No _____



o:\caddproj\street\keene & I-70 drive se interaction 320114\diagrams\location map.dwg

City of Columbia, Missouri				
Preliminary Cost Estimates: Keene Street and I70 SE Roundabout				
ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
EARTHWORK				
Unclassified Excavation	CY	1,000	\$10.00	\$10,000.00
Compacted Earth Fill from Borrow	CY	1,000	\$15.00	\$15,000.00
REMOVALS				
Removal-Sidewalk	SY	50	\$8.00	\$400.00
Removal of Existing Street Pavement	SY	2,000	\$12.00	\$24,000.00
PAVEMENTS				
9" PC Concrete Street Pavement with Integral Curb	SY	2,400	\$70.00	\$168,000.00
4" Type I Aggregate Base	SY	2,600	\$10.00	\$26,000.00
8" Stamped Colored PCC Truck Apron w/ Integral Curb	SY	420	\$100.00	\$42,000.00
6" Imprinted Color Concrete for Splitter Islands	SY	160	\$120.00	\$19,200.00
4" PC Concrete Sidewalk including Curb Ramps	SF	3,000	\$8.00	\$24,000.00
ADA Detectable Warning Panels	SF	40	\$50.00	\$2,000.00
STORM DRAINAGE/EROSION CONTROL				
6' x 3' Type M Curb Inlet	EA	4	\$4,500.00	\$18,000.00
4' x 4' Area Inlet	EA	1	\$4,000.00	\$4,000.00
5' x5' Junction Box	EA	1	\$6,000.00	\$6,000.00
18" RCP	LF	235	\$50.00	\$11,750.00
24" RCP	LF	220	\$70.00	\$15,400.00
Silt Fence	LF	2,000	\$3.00	\$6,000.00
Inlet Protection	EA	4	\$300.00	\$1,200.00
Straw Bale Ditch Checks	EA	8	\$200.00	\$1,600.00
Geotextile Fabric	SY	50	\$20.00	\$1,000.00
TRAFFIC CONTROL				
Traffic Control	LS	1	\$60,000.00	\$60,000.00
Portable Changeable Message Sign	EA/WK	6	\$1,500.00	\$9,000.00
Temporary Pavement Marking - 4" Tape	LF	2,000	\$2.00	\$4,000.00
PAVEMENT MARKINGS AND SIGNING				
4" Solid Yellow Line	LF	400	\$6.00	\$2,400.00
4" Solid Double Yellow Line	LF	400	\$12.00	\$4,800.00
8" Solid White Line	LF	200	\$10.00	\$2,000.00
8" Solid Yellow Line	LF	400	\$10.00	\$4,000.00
8" Yellow Diagonal Line	LF	200	\$10.00	\$2,000.00
12" Dotted White Line	LF	150	\$10.00	\$1,500.00
Crosswalk Markings	EA	1	\$1,000.00	\$1,000.00
Perking Lot Striping	LS	1	\$1,000.00	\$1,000.00
Permanent Roadway Signing	SF	200	\$80.00	\$16,000.00
MISC				
Seeding & Mulching	LS	1	\$8,400.00	\$8,400.00
Mobilization	LS	1	\$50,000.00	\$50,000.00
Construction Staking	LS	1	\$20,000.00	\$20,000.00
Street Lighting	LS	1	\$30,000.00	\$30,000.00
Preliminary Cost Estimates:				\$611,650.00

Construction Contract:	\$611,650.00
Construction Contingencies (5%)	30,590.00
MoDOT Central District Preliminary Engineering	5,000.00
MoDOT Central District Construction Engineering	5,000.00
Total Project Cost	\$652,240.00

Cost Share Portion	\$316,120.00
MoDOT Central District Preliminary Engineering	5,000.00
MoDOT Central District Construction Engineering	5,000.00
City of Columbia Portion (50% of Total Construction Cost)	\$326,120.00
Total	\$652,240.00

EXHIBIT B: COST BREAKDOWN