

CCO Form: DE07
Approved: 07/97 (DPP)
Revised: 12/21 (BDG)
Modified: 10/24 (GJH)

Cost Apportionment Agreement
Route: I-70 and US 63
County: Boone
Job No.: JST0021
Agreement: 2023-07-80885

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COST AND LICENSING AGREEMENT FOR PROJECT ENHANCEMENTS**

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

WITNESSETH:

WHEREAS, Commission has undertaken a historic multi-phase Improve I-70 Project from Blue Springs to Wentzville, Missouri;

WHEREAS, Phase One of the Improve I-70 Project involves parts of U.S. Highway 63 and a stretch of Interstate 70 within Entity's boundaries;

WHEREAS, U.S. Highway 63 and Interstate 70 are owned and controlled by Commission and maintained as part of the State Highway System;

WHEREAS, The Commission has engaged a contractor to construct an additional eastbound and westbound lane on I-70 between Mile Marker 128.8 (US 63) and Mile Marker 148.4 (US 54);

WHEREAS, Entity desires the construction of certain integrated enhancements, identified below, as part of the Improve I-70 Project within Entity's boundaries to blend new highway improvement structure with Entity's existing character and neighborhood aesthetic;

WHEREAS, Entity is willing to cover the full cost of construction of these enhancements and the full cost of future maintenance;

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 establish the Parties' responsibilities related to the construction and maintenance associated with Entity's proposed integrated enhancements for Job No. JST0021. These improvements are in addition to MoDOT's Improve I-70 Project 1 Design-Build Project's scope of work.

(2) LOCATION: The enhancements are located on Exhibit A, which is incorporated herein by this reference.

(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 Entity and Commission.

(4) LICENSE TO USE OF RIGHT-OF-WAY: By this Agreement, Commission grants a non-exclusive right to use Commission right-of-way to Entity for the specified enhancements at the locations identified on Exhibit A.

(5) COMMISSION REPRESENTATIVE: Commission's Improve I-70, 3rd Party Lead is designated as Commission's representative for the purpose of administering the provisions of this Agreement. Commission's representative may designate by written notice other persons having the authority to act on behalf of Commission in furtherance of the performance of this Agreement.

(6) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this agreement, the parties agree as follows:

(A) The integrated enhancements are identified on Exhibit B, which is incorporated herein by this reference.

(B) In exchange for Entity's payment of the Enhancement Cost, Commission will authorize its design-build contractor to design, provide necessary materials, and construct the specified integrated enhancements as it designs and constructs the highway improvements planned as part of Improve I-70 Project 1, designated as Job No. JST0021.

(C) Entity, at its own cost and expense, shall be responsible for the maintenance of the integrated enhancements constructed under this Agreement. The integrated enhancements shall be maintained in a reasonably safe condition for use by the general public at all times.

(D) If Entity fails to maintain the integrated enhancements in a reasonably safe condition, then Commission will elect either to remove the integrated enhancements from Commission right-of-way, or Commission may maintain the enhancement at Entity's cost and expense.

(E) Before beginning maintenance work, Entity shall secure from the Commission's District Engineer a permit for the proposed work. Entity shall comply with any additional conditions placed on the permit by Commission.

(F) Entity may be required to secure sufficient bond, as determined by Commission's District Engineer or their authorized representative, for the maintenance activities.

(G) All maintenance of the proposed enhancement improvements shall be according to the latest editions of the Missouri Highways and Transportation Commission's Standard Specifications for Highway Construction, Standard Plans for Highway Construction, and the Missouri Department of Transportation's Approved Products List for Traffic Signals and Highway Lighting.

(7) PAYMENT RESPONSIBILITIES: The Parties' responsibilities regarding payment are as follows:

(A) Entity shall pay one hundred percent (100%) of the actual costs associated with the design and construction of the integrated enhancements.

1. The estimated cost of designing and constructing the integrated enhancements is One Million, Seven Hundred Forty-Four Thousand Two Hundred Forty-One Dollars (\$1,744,241.00).

2. The actual cost will be determined by the design-build team first for design and then for the actual construction. After each of these determinations the Entity will have the opportunity to review the costs presented. Additions and/or reductions in scope may be submitted by the entity provided that the entity remits additional funding as needed, approval of the submitted changes being at the discretion of the commission.

3. Entity shall remit a check to Commission's Representative in the amount of One Million, Seven Hundred Forty-Four Thousand Two Hundred Forty-One Dollars (\$1,744,241.00) within 30 days of execution of this Agreement. This check shall be made payable to the "Director of Revenue – Credit State Road Fund." Any increase in cost mutually agreed upon by the Parties will create an obligation on the Entity to deposit funds equaling the increased costs in the same time and manner.

4. If Entity fails to make any payment required by this agreement, then Commission is under no obligation to continue with construction of the above-described enhancements.

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

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

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

(11) APPROVAL OF FHWA AND AVAILABILITY OF FUNDS: This Agreement is entered into subject to the approval of the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(12) CANCELLATION: Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing Entity with written notice of cancellation. Should 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 Entity.

(13) 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.

(14) 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 Commission and Entity.

(15) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(16) NO INTEREST: By contributing to the cost of this project or improvement, Entity gains no interest in the constructed roadway or improvements whatsoever. Commission shall not be obligated to keep the constructed improvements or roadway in place if 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 Commission decides to remove the landscaping, roadway, or improvements, Entity shall not be entitled to a refund of the funds contributed by Entity pursuant to this Agreement.

(17) 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.

(18) 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.

(19) 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.

(20) 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.

(21) 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.

(22) 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: Dan Oesch
Improve I-70, 3rd Party Lead
Missouri Department of Transportation
830 MoDOT Drive
Jefferson City MO 65102
Email: Daniel.Oesch@modot.mo.gov

To the City: De'Carlton Seewood
City Manager
City of Columbia
701 E Broadway
Columbia , MO 65201
Email: cmo@como.gov

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

(23) AUDIT OF RECORDS: 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 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.

(24) INDEMNIFICATION:

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

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

(1) To obtain a no cost permit from Commission's district engineer prior to working on Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from Commission's district engineer will not be required for work outside of 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 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 (\$600,000 per claimant and \$4,000,000 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 Entity this on _____(DATE).

Executed by Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF COLUMBIA, MISSOURI

Title _____

By _____
De'Carlon Seewood
Title City Manager

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Sheela Amin
Title City Clerk

Approved as to Form:

APPROVED AS TO FORM:

Commission Counsel

By _____
Nancy Thompson
Title City Counselor

Ordinance No _____

EXHIBIT A

Project Limits: JST0021 includes improvements along I-70 in both Boone and Callaway Counties as shown below.



The Enhancements proposed for addition to Project JST0021 are identified on the following page.

Exhibit B

Phase 1 – Improve I-70: Columbia to Kingdom City Proposed Enhancements in Columbia and Boone County

Integrated enhancements are improvements that benefit from being constructed as part of the design-build project. These components would be costlier to complete after the Improve I-70 construction project is completed.

Nonintegrated enhancements are improvements that would be more beneficial to be complete once the Improve I-70 construction project is completed and can be installed as time and funding allows.

I-70/Hwy 63 Connector Interchange

Integrated Enhancements:

- Formliner with color stain on retaining wall and bridge column wall
- Formliner with color stain on vehicular Barriers and bridge façade
- Formliner with color stain on end piers
- Decorative light poles and luminaires
- Road name signage
- Decorative fencing
- Conduits for electric and water
- Powder coating of signal poles

Nonintegrated Enhancements:

- Light boxes placed on top of the piers
- Landscaping

Hanover Underpass

Integrated Enhancements:

- Formliner with color stain on retaining wall
- Road name signage
- Additional lighting

Nonintegrated Enhancements:

- Landscaping

Hanover Roundabout

Integrated Enhancements:

- Conduits for electric and water
- Stamped concrete with color stain for truck apron and islands
- Powder coating of poles

Nonintegrated Enhancements:

- Hardscape and/or artwork
- Landscaping

Clark Lane Roundabout

Integrated Enhancements:

- Conduits for electric and water
- Stamped concrete with color stain for truck apron and islands
- Powder coating of poles

Nonintegrated Enhancements:

- Hardscape and/or artwork
- Landscaping

Business Loop Roundabout

Integrated Enhancements:

- Conduits for electric and water
- Stamped concrete with color stain for truck apron and islands
- Powder coating of poles

Nonintegrated Enhancements:

- Hardscape and/or artwork
- Landscaping

Conley Road Roundabout

Integrated Enhancements:

- Conduits for electric and water
- Stamped concrete with color stain for truck apron and islands
- Powder coating of poles

Nonintegrated Enhancements:

- Hardscape and/or artwork
- Landscaping

Highway 63 Underpass

Integrated Enhancements:

- Road name signage

Nonintegrated Enhancements:

- None

St. Charles Road Interchange

Integrated Enhancements:

- Formliner with color stain on retaining wall and bridge column wall

Formliner with color stain on vehicular Barriers and bridge façade
Formliner with color stain on end piers
Decorative light poles and luminaires
Road name signage
Decorative fencing
Conduits for electric and water
Powder coating of signal poles
Nonintegrated Enhancements:
Light boxes placed on top of the piers
Landscaping

Route Z Interchange

Integrated Enhancements:
Road name signage
Powder coating of railing
Conduits for electric and water
Nonintegrated Enhancements:
Landscaping

Total Costs for Phase 1 – Improve I-70 Enhancements

Integrated Enhancements:	\$1,744,241.40
<u>Nonintegrated Enhancements:</u>	<u>\$2,142,927.60</u>
Phase 1 Total Enhancements:	\$3,887,169.00

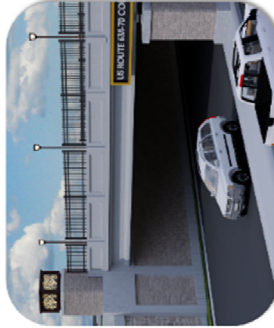
ENHANCEMENT COMPONENTS

Formliner MSE Retaining Wall –use the MoDOT standard ashlar cut stone pattern formliner for all retaining walls. Provide smooth-formed top caps and transitions. **REFERENCE:** current MoDOT projects. **MATERIALS:** MoDOT standard by DB team.



Example of ashlar formliner patterns and curved retaining walls

Formliner Bridge Column Wall – provide a formliner wall at the center column support for the bridge. Use the MoDOT standard ashlar cut stone pattern formliner for all retaining walls. Provide smooth-formed top caps and transitions. **REFERENCE:** I-70 and US 40/Wentzville Parkway interchange, Wentzville, MO. **MATERIALS:** MoDOT standards by DB team.



Formliner wall under the bridge

Formliner Vehicular Barriers/Bridge Facade – provide formliner concrete barriers per renderings. Panels to have inset panel design. Align the fence panel, post, and lighting pole spacing with the bridge façade panel design per renderings. **REFERENCE:** I-270 and Olive Boulevard interchange, Creve Coeur, MO. **MATERIALS:** Fast Formliners Co, Flexible Reveal Strips, <https://www.fastformliners.com/patterns/flexible-reveal-strips-1.html>, by DB team.



Example of formliner panels on the pedestrian side of the bridge (on this project, the panels will be on the outside of the bridge. Refer to image above for panel spacing with fence posts).

Concrete Solid Color Stain – coat all formliner concrete, caps, and exposed contiguous concrete surfaces. **REFERENCE:** I-70 and US 40/Wentzville Parkway interchange, Wentzville, MO. **MATERIALS:** H&C Solid Color Stains and Sealers, Color: Cemented Deal, <https://www.hcconcrete.com/products/>, by BD team.



Example of buff colored coating on formliner walls and features

ENHANCEMENT COMPONENTS

Roadway Signage – provide roadway signage at the center and on both sides of the bridge to identify US 63 and 70 Connector . Signage to be dimensional and made up of overlapping multiple panels with raised lettering. Signage colors to be University of Missouri black and gold. Obtain exact colors from the University. **REFERENCE:** I-64 and Hanley Road bridge, Richmond Heights, MO. **MATERIALS:** custom signs by DB team or City consultant TBD.



Example of dimensional roadway signage

Decorative Fencing – provide semi-custom powder coated steel fencing for surface mounting on the concrete barrier. The fencing design will be standard rectangular or square grid fence panels with custom solid top and bottom rails and posts at the ends of each fence section. Coordinate the post locations with the light pole locations to have fence extensions to provide 4" of less gap between the fence post and light pole. Align the fence panel, post, and lighting pole spacing with the bridge façade panel design per renderings. Material to be USA steel, galvanized and powder coated.

REFERENCE: US 67/N Lindbergh Boulevard and Olive Boulevard interchange, Creve Coeur, MO. **MATERIALS:** Ameristar Echelon II Majestic, or equal, color: black, <https://www.ameristarperimeter.com/us/en/products/ornamental-fence-gates/echelon-ii>, by DB team.



Ornamental metal fence on bridge barrier

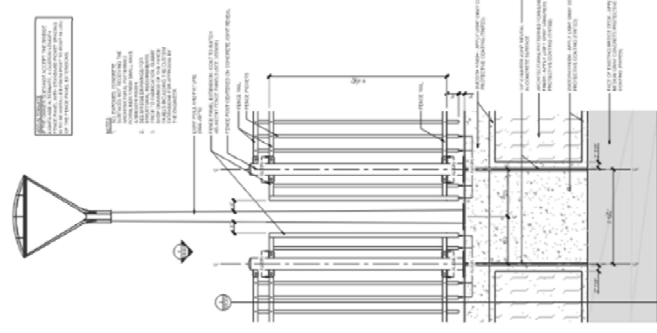
Light Poles – provide post top luminaire on a round straight pole. Luminaires to be LED, dark-sky compliant, and full cut off.

REFERENCE: I-64 and Hanley Road bridge, Richmond Heights, MO. **MATERIALS:** Lumec, OmniScape with historical fitter, historical cage and transitional roof, or equal, color: black,

<https://www.signify.com/api/assets/v1/file/Signify/content/PLU-2305BR-OmniScape-Brochure-0424/PLU-2305BR-OmniScape-Brochure-0424.pdf>, by DB team



Lumec light and pole



Example of fence extensions at light pole