

CCO Form: DE07
Approved: 07/97 (DPP)
Revised: 12/21 (BDG)
Modified: 01/26 (MWH)

Cost Apportionment Agreement
Route: I-70 and US 63
County: Boone
Job No.: JST0021
eAgreement: 2023-10-82305

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

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

WITNESSETH:

WHEREAS, the Commission owns and maintains the US 63/I-70 Interchange in Boone County and I-70 within the limits of this project which extend from just east of Rte. B in the City of Columbia to just west of US 54 in Kingdom City as part of the State Highway System;

WHEREAS, the parties desire the reconstruction and safety enhancement of the I-70/US 63 Interchange in Columbia and

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 participation by the Entity in the cost of the Commission's safety enhancement public improvement for the I-70/US 63 Interchange in the City of Columbia associated with Job No. JST0021 which was awarded by the Commission on February 14, 2024. This public improvement will involve the design and construction associated with the safety enhancements including signing, lighting and other items proposed by the Entity in partnership with the City and others.

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

The improvements will be constructed in and around the US 63 and I-70 Interchange as shown on attachment marked "Exhibit A" and incorporated herein by 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 the Entity, the City and the Commission.

(4) USE OF RIGHT-OF-WAY: The commission grants the right to use the right-of-way of the US 63/I-70 Connector as necessary for construction and maintenance of said public improvements.

(5) COMMISSION REPRESENTATIVE: The Commission's Improve I-70 3rd Party Lead 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.

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

(A) The Commission will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This project will be constructed through a design-build delivery method, which the Missouri Department of Transportation (MoDOT) will administer. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission 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 Commission requirements.

(7) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to as follows: The Entity shall be responsible for contributing to the project for safety enhancements in a lump sum amount totaling three hundred thousand dollars (\$300,000). All overruns or underruns will be the responsibility of the City of Columbia per the Missouri Highways and Transportation Commission Cost and Licensing Agreement for Project Enhancements (Cost and Licensing Agreement) executed on May 2, 2025, eAgreement 2023-07-80885). The Entity will have sixty (60) days after execution of this Agreement to provide funding in the amount of three hundred thousand dollars (\$300,000) to the Commission for the safety enhancements. The Entity's check shall be made payable to the *Director of Revenue – Credit State Road Fund*. If the Entity fails to make any of the required deposits, the Commission is under no obligation to continue with the safety enhancements.

(8) 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 Missouri Highways and Transportation Commission – *Credit State Road Fund*.

(9) MAINTENANCE: These safety enhancements are established in

collaboration with and intended to assist the City with their larger enhancement efforts on the project and in this area. The City at its own cost and expense, shall be responsible for the maintenance of the safety enhancements constructed under this Agreement without any cost or expense to the Commission. The safety enhancements shall be maintained in a reasonably safe condition for use by the general public at all times and in accordance with the latest editions of the Missouri Highways and Transportation Commission's Standard Specifications for Highway Construction, Standard Plans for Highway Construction, the MoDOT's Approved Products List for Traffic Signals, and the Cost And Licensing Agreement #2023-07-80885 executed on May 2, 2025 between the City and the Commission which details the responsibilities of each party with regard to the safety enhancements. The Entity and the City, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the design, construction, and maintenance of the safety improvements contemplated by this Agreement. The Commission has no obligation to maintain the safety enhancements under this Agreement. If the Entity or the City fails to maintain the safety enhancements, the Commission or its representative, at the Commission's sole discretion, shall notify the Entity and the City in writing of the Entity's or the City's failure to maintain the safety improvements. If the Entity or the City fails to maintain the safety enhancements, the Commission or its representative, at the Commission's sole discretion, shall notify the Entity and the City in writing of the Entity's or the City's failure to maintain the safety improvements. If the Entity and the City continue to fail to maintain the safety enhancements, the Commission may remove the safety enhancements. Any removal shall be at the sole cost and expense of the Entity and the City.

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

(11) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(12) 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.

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

(14) 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.

(15) 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, the Entity, and the City.

(16) 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, except as otherwise provided by this Agreement or a separate written agreement.

(17) NO INTEREST: By contributing to the cost of this project or improvement, the Entity and the City gain 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 improvements, the Entity and the City shall not be entitled to a refund of the funds contributed by the Entity or the City pursuant to this Agreement.

(18) 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.

(19) 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.

(20) 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.

(21) 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.

(22) 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.

(23) 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: Missouri Department of Transportation
Attn: Dan Oesch
3rd Party Lead
Improve I-70, MoDOT
830 MoDOT Drive
Jefferson City, MO 65109
Email: Daniel.Oesch@modot.mo.gov

Entity to: Kip Kendrick, Presiding Commissioner
801 E Walnut, Rm. 333
Columbia, MO 65201
Facsimile No.: (573) 886-4311
Email: kkendrick@boonecountymmo.org

City to: 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.

(24) AUDIT OF RECORDS: The Entity and the City 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.

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

(26) INSURANCE:

(A) The Entity and the City are required or will require any contractor procured by the Entity or the City 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 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.

(B) 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 on _____(DATE).

Executed by the City this on _____(DATE).

Executed by the Commission on 06.25.2026 (DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

COUNTY OF BOONE

By:

By:

Mark Croarkin, Assistant Chief Engineer

Kip Kendrick, Presiding Commissioner

ATTEST:

ATTEST:

Jennifer Jorgensen,
Secretary to the Commission

Brianna L. Lennon SEO
Brianna L. Lennon, County Clerk

Approved as to Form:

Approved as to Form:

Megan Waters-Hamblin, Commission Counsel

CJ Dykhouse, County Counselor

Auditor Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of said appropriation sufficient to pay the costs arising from this contract.

Kyle Rieman, Auditor

6-17-26
Date

CITY OF COLUMBIA

By:

556

De'Carlton Seewood - City Manager

ATTEST:

Sheela Amin - City Clerk

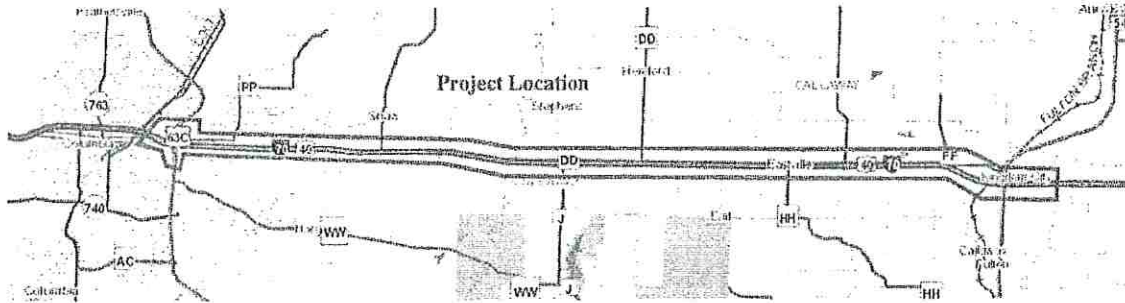
APPROVED AS TO FORM:

Nancy Thompson - City Counselor

Ordinance Number _____

EXHIBIT A

Project Limits: Along I-70 in both Boone and Callaway Counties. Extending from just east of Rte. B in Columbia to just east of US 54 near Kingdom City



The Enhancements will be placed at the US 63/I-70 Interchange identified by the red box below.

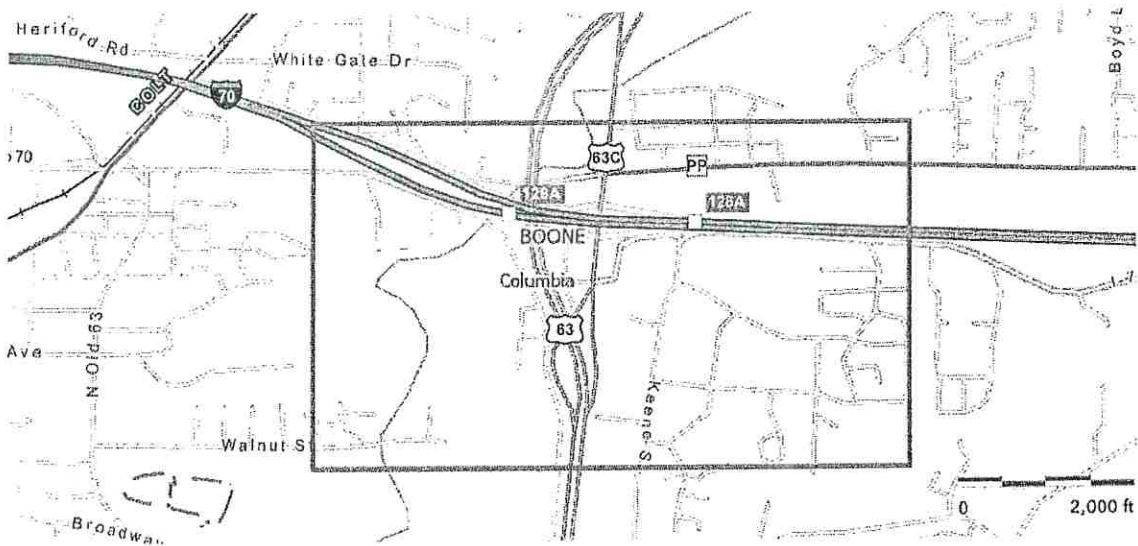


Exhibit B

Project Name: Improve I-70 Project #1

MoDOT Project Number: JST0021

Description: Safety and Capacity improvements on I-70 from Columbia to Kingdom City including the US 63 / I-70 Connector.

Total Project Cost Estimate: \$405 Million

Local Entity: Boone County

	Current Estimate	Cost Share/Participation Eligible
Preliminary Engineering	\$0	\$0
Right of Way Acquisition (including easements)	\$0	\$0
Right of Way Incidentals	\$0	\$0
Utilities	\$0	\$0
Construction	\$300,000.00	\$0
Construction Engineering	\$0	\$0
Total	\$300,000.00	\$0

Project Responsibilities:

Design	MoDOT
Right of Way Acquisition	MoDOT
Letting	MoDOT
Inspection	MoDOT

Financial Responsibilities:

District	\$0	0%
Cost Share Funds (if applicable)	\$0	0%
City/County	\$300,000.00	100%
CMAQ/STBG	\$0	\$0
Total:	\$300,000.00	100%

All overruns or underruns will be the responsibility of the City of Columbia per the Cost and Licensing Agreement for Project Enhancements executed on May 2, 2025 (eAgreement 2023-07-80885).

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

26

Term. 20

County of Boone

} ea.

25th

June

26

In the County Commission of said county, on the

day of

20

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Missouri Highways and Transportation Commission cost Apportionment Agreement between Boone County and the following:

- Missouri Department of Transportation

The terms of the agreement are set out in the attached. The Presiding Commissioner is authorized to sign the same.

Done this 25th day of June 2026.

ATTEST:

Brianna L. Lennon SEO
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner