

CCO Form: DE63
Approved: 12/17 (BDG)
Revised: 12/18 (BDG)
Modified: 03/19 (BDG)

Municipal and Cost Apportionment Agreement
Supplemental Agreement No. 1
Route: US 24
County: Jackson
Job No.: J4S3287
2019-02-47721

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MUNICIPAL AND COST APPORTIONMENT SUPPLEMENTAL AGREEMENT # 1
2019-02-47721**

THIS FIRST SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Independence, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

WHEREAS, the Commission and the City entered into a Municipal and Cost Apportionment Agreement 2018-08-45410 on January 2, 2019 to establish maintenance, design, construction and financial responsibilities for improvements on US 24 at Delaware Street, Jackson County, designated as Job No. J4S3287 (hereinafter, "Original Agreement").

WHEREAS, the Commission and the City now desire to enter into Supplemental Agreement No. 1 to otherwise modify the Original Agreement as provided herein.

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

(1) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to as follows:

(A) The details of the revised estimated cost breakdown are listed in "Exhibit B – Supplemental No. 1", which is attached hereto and made part thereof. The revised total project cost will include preliminary engineering, construction and construction inspection and is currently estimated at two million nine hundred and eighty-one thousand dollars (\$2,981,000).

(B) The City's total financial responsibility is three-hundred and fifty thousand dollars (\$350,000). Fifty-thousand dollars (\$50,000) for design of the enhancements, which has already been paid to the the Commission and three-hundred thousand dollars (\$300,000) for construction of the enhancements.

(C) The revised estimate of the City's construction responsibilities is three-hundred thousand dollars (\$300,000.00). The City shall remit a check in the amount of three-hundred thousand dollars (\$300,000.00) to cover estimated construction costs associated with enhancements on the project, no later than fourteen

(14) days prior to the Commission's advertisement of the project for bids. Each of the checks should be made payable to the *Director of Revenue – Credit State Road Fund*. If the City fails to make any of the required deposits, the Commission is under no obligation to continue with the project.

(D) The City is responsible for the balance of the project enhancements costs in excess of three-hundred thousand dollars (\$350,000.00).

(E) Per paragraph (8) of the Original Agreement "Upon completion of the project, any excess funds, excluding interest, shall be refunded to the City based on its pro rata share of the investment.

(2) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement.

[remainder of page intentionally left blank]

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF INDEPENDENCE, MISSOURI

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: _____

Ordinance Number _____

Exhibit B
Supplemental No. 1

Project Name: US 24 and Delaware Bridge Replacement

MoDOT Project Number: J4S3287

Description: Bridge Replacement

Total Project Cost Estimate: \$2,981,000

Local Entity: City of Independence

	Current Estimate	
Preliminary Engineering	\$462,000	
Preliminary Engineering - Enhancements	\$50,000	
Right of Way Acquisition (including easements)	\$	
Right of Way Incidentals	\$	
Utilities	\$	
Construction	\$1,828,000	
Construction - Enhancements	\$300,000	
Construction Engineering	\$341,000	
Total	\$2,981,000	

Project Responsibilities:

Design	MoDOT
Right of Way Acquisition	MoDOT
Letting	MoDOT
Inspection	MoDOT

Financial Responsibilities:

MoDOT	\$2,631,000	
City	\$350,000	
Total:	\$2,981,000	

How are overruns and underruns handled?

The City of Independence will be responsible for overruns associated with enhancements.

The City of Independence will be refunded for any underruns.

MoDOT will be responsible for overruns on the items not associated with enhancements.