

CCO Form: FS08  
Approved: 03/04 (BDG)  
Revised: 03/24 (TLP)  
Modified:

Route 61  
County Cape Girardeau  
Project No. SE0247  
City of Jackson  
Agreement No.: 2024-09-85369

## **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST SHARE AGREEMENT<sup>1</sup>**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Jackson (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 September 12, 2024, the Cost Share Committee approved the Entity's application to the *Cost Share Program* subject to the terms and conditions of this Agreement.

WHEREAS, the Entity wishes to enter into an TR39 Lighting Maintenance agreement with the Missouri Highways and Transportation Commission for the purpose of conveying existing continuous lighting along Route 72 (West Jackson Boulevard) from approximately STA 576+50 to 679+00 except for existing intersection lighting.

WHEREAS, said Project is contingent upon the Entity's execution of a TR39 Lighting Maintenance Agreement for continuous lighting along Route 72 (West Jackson Boulevard).

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 co-ordinate the participation by the Commission in the cost of the Entity's Project:

Installation of Lighting along Route 61 (East Jackson BLVD) from approximately the intersection of North Hilltop Drive in an easterly direction to South Old Orchard Road. Project No. SE0247

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

Install Continuous Lighting along Route 61 (East Jackson BLVD) from

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approximately the intersection of K-Land Drive in an easterly direction to South Old Orchard Road.

The general location of the project is 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 and the Commission.

(4) COMMISSION REPRESENTATIVE: The Commission's Southeast 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 shall be responsible for all aspects of the project including design engineering, acquisition of right of way, relocation of utilities, letting the project, construction, and inspection of the project.

(B) The Entity shall follow the commission's Local Public Agency (LPA) policy and procedures for all aspects of the project.

(C) The Entity shall provide preliminary and final design engineering for the preparation of detailed right-of-way and construction plans and project specifications. This includes coordination with all public and private utility owners within the project limits and relocation of utilities impacted by the project. The plans shall be prepared in accordance with and conform to the Commission's requirements, standards, and specifications. Said plans shall not be changed in concept or scope without prior written approval of the Commission.



(D) The Entity shall acquire any additional right of way required for the project and in doing so agrees that it will comply with applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(E) The Entity shall be responsible for letting the work for the Project, which includes advertising the project for bids and awarding the construction contract. The Entity shall solicit bids for the Project 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 Project as contemplated. The Entity shall not award the construction contract without obtaining Commission's concurrence in the award. If the Entity awards the construction contract without concurrence, the Commission is under no obligation to continue participation in the cost of the project.

(F) The Entity shall secure all required federal, state, and local permits as required for design and construction of the Project. Prior to entering onto the Commission right of way to perform any obligation under this Agreement, the Entity shall 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.

(G) The Entity shall be responsible for construction of the Project, 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 Federal Highway Administration (FHWA), if applicable, which will 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").

(H) The Commission will provide preliminary engineering review, right of way acquisition review, and construction engineering review of the project to ensure compliance with the Commission's policies and procedures.

(9) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the Entity agrees as follows:

(A) The estimated total cost of the project is one million eight hundred sixty-nine thousand one hundred four dollars (\$1,869,104) which includes preliminary engineering review, project construction, construction engineering, and construction engineering review. The details of the estimated cost breakdown are shown below and in "Exhibit B", which is incorporated herein and attached hereto.



(B) The Commission's share of the project will be fifty percent (50%) of the Cost Share eligible portion of the total project cost, not to exceed nine hundred thirty-four thousand five hundred fifty-two dollars (\$934,552). Of this amount, the Commission will provide nine hundred twenty-six thousand five hundred fifty-two dollars (\$926,552) from the Commission's Cost Share Program, with nine hundred twenty-six thousand five hundred fifty-two dollars (\$926,552) available in State Fiscal Year 2025, and preliminary engineering review and construction engineering review by its Southeast District personnel estimated to total eight thousand dollars (\$8,000).

(C) The Entity shall be responsible for fifty percent (50%) of the Cost Share eligible portion of the project cost, currently estimated at nine hundred thirty-four thousand five hundred fifty-two dollars (\$934,552). The Entity shall be responsible for the balance of the total project cost in excess of one million eight hundred sixty-nine thousand one hundred four dollars (\$1,869,104).

(D) The Entity shall be responsible for all project cost overruns. Underruns on the Cost Share eligible portion of the project will be allocated to the Commission and the Entity based on a pro rata share.

(E) The Entity may request reimbursement from the Commission after eligible costs are incurred. Requests for reimbursement shall be submitted no more than monthly after July 1, 2024, the beginning of State Fiscal Year 2025 for engineering construction. The project schedule of the project is shown on attachment marked "Exhibit C" and incorporated herein by reference.

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

(11) 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.

(12) 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.

(13) 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.



(14) 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.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Entity will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(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: Missouri Department of Transportation  
Attn: Mark Croarkin  
2675 North Main  
Sikeston, MO 63801  
Facsimile No.: 573-472-5296  
Email: mark.croarkin@modot.mo.gov

Entity to: City of Jackson  
Attn. Dwain Hahs  
101 Court Street  
Jackson, MO 63775  
Facsimile No.: 573-243-4588  
Email: mayorhahs@jacksonmo.org

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: 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.

(24) INSURANCE:

(A) The Entity is required or 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 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]*



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

Executed by the Entity this \_\_\_\_\_ (date).

Executed by the Commission this \_\_\_\_\_ (date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF JACKSON

\_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_  
Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

By \_\_\_\_\_  
Title: \_\_\_\_\_  
Ordinance No \_\_\_\_\_



# EAST JACKSON BOULEVARD ROADWAY LIGHTING PROJECT

JACKSON, MISSOURI

**LOCATION MAP**  
NOT TO SCALE



## Exhibit B

**Project Name:** East Jackson Boulevard Roadway Lighting Project

**MoDOT Project Number:** SE0247

**Description:** Install Continuous Lighting along Route 61 (East Jackson BLVD) from approximately the intersection of North Hilltop Drive in an easterly direction to South Old Orchard Road.

**Total Project Cost Estimate:** \$1,869,104

**Local Entity:** City of Jackson

	Current Estimate	Cost Share Eligible
Preliminary Engineering	\$0	\$0
Preliminary Engineering Review (MoDOT)	\$3,000	\$3,000
Right of Way Acquisition	\$0	\$0
Right of Way Incidentals	\$0	\$0
Right of Way Review (MoDOT)	\$0	\$0
Utilities	\$0	\$0
Construction	\$1,823,004	\$1,823,004
Construction Engineering	\$38,100	\$38,100
Construction Engineering Review (MoDOT)	\$5,000	\$5,000
Total	\$1,869,104	\$1,869,104

### Project Responsibilities:

Design	Entity
Right of Way Acquisition	Entity
Letting	Entity
Inspection	Entity

### Financial Responsibilities:

MoDOT Internal Budget	\$8,000	0%
Cost Share Funds	\$926,552	50%
Entity	\$934,552	50%
CMAQ/STBG	\$0	0%
Total:	\$1,869,104	100%

**How are overruns and underruns handled?** The city will be responsible for overruns on the project. Underruns will be based on the pro rata share.



## Exhibit C

### Project Schedule

Project Programming	December 2024
Preliminary Plan Submittal	(already approved)
Final PS&E Submittal	(June 2025)
Final PS&E Approval	(July 2025)
Letting	(August 2025)
Construction award	(October 2025)