

CCO Form: FS27
Approved: 05/02 (BDG)
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Modified: 01/22 (MWH)

Greene County
City of Republic
Project: STBG-6900(813)

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-6900(813) TIP #EN2010-22AM3
Award Year: 2020
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM SECOND SUPPLEMENTAL AGREEMENT**

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

WITNESSETH:

WHEREAS, on July 7, 2020 the Commission and the City previously entered into a STP-Urban Funds Agreement as to public improvements designated as the design and right of way acquisition for the extension of the Shuyler Creek Trail to Elm Street/Farm Road 182 and along Farm Road 182 to Wilson Creek Battlefield, (hereinafter, "Original Agreement"); and

WHEREAS, on December 17, 2020 the Commission and City previously entered into a First Supplemental Agreement; and

WHEREAS, the Commission and the City now desire to further revise the Original Agreement and First Supplemental Agreement as provided in this Second Supplemental Agreement.

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

(1) REVISIONS: Paragraph (1) PURPOSE; Paragraph (3) REASONABLE PROGRESS POLICY; Paragraph (7) CITY TO MAINTAIN; Paragraph (12) REIMBURSEMENT; and subparagraph 12(A) of the Original Agreement are hereby removed and replaced with the following:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-6900(813) involves design, environmental, right of way acquisition and construction for the extension of the Shuyler Creek Trail to Elm Street/Farm Road 182

and along Farm Road 182 to Wilson Creek Battlefield. The City shall be responsible for all aspects of the construction of the improvement. The United States Congress has authorized, in Fixing America's Surface Transportation Act (FAST); 23 U.S.C 101, 106 and 213; SAFETEA-LU 1404 funds to be used for transportation alternatives activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Alternatives Funds if the City does not meet the reasonable progress policy.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvements whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

- (A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any cost

incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent (80%) not to exceed \$356,707.00 of STP funds and 80% not to exceed \$509,392.00 of Transportation Alternatives funds. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(2) ADDITIONS: Paragraph (33) PLANS; Paragraph (34) INSPECTION OF IMPROVEMENTS AND RECORDS; Paragraph (35) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES; Paragraph (36) ASSIGNMENT; and Paragraph (37) CANCELLATION are hereby added to the Original Agreement and shall state as follows:

(33) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(34) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission. FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(35) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. 323

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

(37) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing 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

(38) EXHIBIT B - PPROJECT SCHEDULE: Exhibit B – Project Schedule attached to the Original Agreement is hereby removed and replaced with the Exhibit B – Project Schedule attached hereto.

(3) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Second Supplemental Agreement, the Original Agreement and all previous Supplemental Agreements between the parties shall remain in full force and effect and shall extend and apply to this Second Supplemental Agreement as if fully written in this Second Supplemental Agreement.

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

Executed by City on_____.

Executed by the Commission on_____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF REPUBLIC

By _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

Ordinance No.: _____

Exhibit B – Project Schedule

Project Description: STBG-6900(813) – Design, right of way acquisition and construction for the extension of the Shuyler Creek Trail to Elm Street/Farm Road 182 and Along Farm Road 182 to Wilson Creek Battlefield

Task	Date
Date funding is made available or allocated to recipient	04/2020
Solicitation for Professional Engineering Services (advertised)	
Engineering Services Contract Approved	01/2021
Preliminary and Right of Way Plans Submittal	08/2021
Plans, Specifications & Estimate (PS&E) Submittal	10/2022
Plans, Specifications & Estimate (PS&E) Approval	02/2023
Right of Way Clearance Completed	06/2023
Advertisement for Letting	07/2023
Bid Opening	08/2023
Construction Contract Award or Planning Study completed (REQUIRED)	09/2023

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.