

CCO FORM: FS31

Approved: 11/15 (MWH)

Revised: 10/22 (MWH)

Modified:

Route 169, Route 152, City of Kansas City

Project No.: KU0142

County: Jackson County

Agreement No.: 2024-05-84206

CFDA Number: 20.205

CFDA Title: Highway Planning and Construction

Award name/number: TAP – 3324(411)

Award Year: 2024

Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ALTERNATIVES FUNDS AND
COST SHARE PROGRAM AGREEMENT
FIRST SUPPLEMENTAL AGREEMENT**

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

WITNESSETH:

WHEREAS, on December 17, 2021, the Commission and the City previously entered into a Transportation Alternatives Funds and Cost Share Program Agreement as to public improvements designated as 2022-02-68182, for the construction of US 169 Bike/Ped Overpass at Rte 152, Segment 10, (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the City now desires to revise the Original Agreement.

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

(1) REVISION: Paragraph(s) 16 of the Original Agreement (is/are) removed and replaced with the following:

(16) **FINANCIAL RESPONSIBILITIES**: The cost of the contemplated improvements will be borne by the United States Government, the Commission, and by the City as follows:

(A) The current estimate for the total project cost is Five Million One Hundred Forty-Five Thousand Four Hundred Sixty-Nine dollars (\$5,145,469) and will include, preliminary engineering, preliminary engineering review, right-of-way, right-of-way review, construction, construction engineering, and construction engineering review. The Total Project Cost is further described below and broken down by category on an attached table marked "Exhibit C" and made part of this Agreement.

(B) The Commission will be responsible for fifty percent (50%) of the construction cost, and one hundred percent (100%) of the preliminary engineering review, right of way review, and construction engineering review costs, total not to exceed One Million Seventy-Four Thousand Three Hundred Ninety-Two dollars (\$1,074,392). Of this amount, the Commission will provide One Million Fifty-Nine Thousand Three Hundred Ninety-Two dollars (\$1,059,392) from the Commission's Cost Share program, available in State Fiscal Year 2024, and Fifteen Thousand dollars (\$15,000) from the Kansas City District for preliminary engineering review, right of way review, and construction engineering review. Commission Cost Share program funds shall not be used off the State Highway System.

(C) The City shall be responsible for one hundred percent (100%) of the preliminary engineering, right of way, and construction engineering costs. Additionally, the City shall be responsible for fifty percent (50%) of the construction costs up to Two Million One Hundred Forty-Eight Thousand Seven Hundred Eighty-Five dollars (\$2,148,785), and one hundred percent (100%) of the construction costs exceeding the Commission's responsibility. The current estimate of the City's responsibilities is Four Million Seventy-One Thousand Seventy-Seven dollars (\$4,071,077). The City agrees the Commission may program up to Two Million Sixty-Two Thousand Five Hundred dollars (\$2,062,500) of Transportation Alternatives Program (TAP) funds. The City agrees that TAP funds not obligated by September 1, 2024 will be rescinded and the City will be responsible for remaining costs. Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs 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 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. The remainder will be funded with City cash, currently estimated at Two Million Eight Thousand Five Hundred Seventy-Seven dollars (\$2,008,577).

(D) Upon the Commission's formal concurrence in Bid Award, all construction costs incurred by the City will be reimbursed by the Commission at a pro-rata share. These costs will be reimbursed upon submission and approval of monthly invoices.

(E) If the City elects to accelerate the project, and receives approval for advanced construction from both FHWA and the Commission, the City shall be responsible for one hundred percent (100%) of total project costs prior to the Cost Share funds becoming available. The Commission will reimburse the City upon the funding becoming available, on or after July 1, 2023. This reimbursement is contingent upon the City's submission and MoDOT approval of monthly project invoices.

(F) In the case of cost overruns, the City shall be responsible for any and

all costs that exceed Five Million One Hundred Forty-Five Thousand Four Hundred Sixty-Nine dollars (\$5,145,469). All underruns will be based on the pro-rata share.

(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 shall extend and apply to this Supplemental Agreement as if fully written in 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 2024-08-12 | 2:27 PM CDT (date).

Executed by the Commission this 2024-08-13 | 1:53 PM CDT (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

DocuSigned by:
Eric E. Schroter
5F8CCFE9B29E499...

Title: Assistant Chief Engineer

CITY OF KANSAS CITY

DocuSigned by:
By Michael Shaw
864B3E177B2C4BB...

Title: Director

ATTEST:

DocuSigned by:
Ronda Horton
A4666CD7996249B...

Secretary to the Commission

ATTEST:

DocuSigned by:
By Marilyn Sanders
74D0D9E2BAE0499...

Title: City Clerk

Approved as to Form:

DocuSigned by:
Megan L. Waters-Hamblin
BA34EE9EF9E5407...

Commission Counsel

Approved as to Form:

DocuSigned by:
Dustin E. Johnson
74DB71E68377461...

Title: Assistant City Attorney

Ordinance No.: 231007

Exhibit C – Cost Breakdown

Project Name: US 169 Bike/Ped Overpass at Rte. 152, Segment 10

Federal Project Number: TAP3324(411)/KU0142

Description: New Bike/Ped overpass

Total Project Cost Estimate: \$5,145,469.00

Local Entity: City of Kansas City

Project Breakdown:

	Current Estimate (2024)	City	Commission
PE	\$168,717.00	\$168,717.00	\$0.00
PE Review	\$5,000.00	\$0.00	\$5,000.00
Right of Way Acquisition and Incidentals	\$72,000.00	\$72,000.00	\$0.00
Right of Way Review	\$5,000.00	\$0.00	\$5,000.00
Construction	\$4,746,500.00	\$3,687,108.00	\$1,059,392.00
CE	\$143,252.00	\$143,252.00	\$0.00
CE Review	\$5,000.00	\$0.00	\$5,000.00
Total	\$5,145,469.00	\$4,071,077.00	\$1,074,392.00

Project Responsibilities:

Design	City of Kansas City
Right of Way Acquisition/Incidentals	City of Kansas City
Letting	City of Kansas City
Inspection	City of Kansas City
PE, ROW, CE Reviews	MoDOT

Financial Responsibilities:

District Staff Costs	\$15,000.00
Cost Share Funds	\$1,059,392.00
Federal-TAP (City)	\$2,062,500.00
City	\$2,008,577.00
Total	\$5,145,469.00

How are overruns and underruns handled?

In the case of cost overruns, the City shall be responsible for any and all costs that exceed \$5,145,469.00. All underruns will be based on the pro-rata share.



Kansas City

414 E. 12th Street
Kansas City, MO
64106

Legislation Text

File #: 231007

ORDINANCE NO. 231007

Authorizing the Director of Public Works to act as the City's representative to apply for, accept, and execute grant agreements with the Missouri Highways and Transportation Commission that aid in the development of Missouri transportation issues in accordance with the Federal Highway Administration's Surface Transportation Program, the Federal Aid Urban Program, the Federal-Aid Highway Act, the Congestion Mitigation and Air Quality Act, the Surface Transportation Enhancement Funds Program, the Transportation Community and System Preservation Program, Rebuilding American Infrastructure with Sustainability and Equity Grant Program, Nationally Significant Multimodal Freight and Highway Projects, Accelerated Innovation Deployment Demonstration Program, Carbon Reduction Program, Highway Infrastructure Program, and any additional federally funded programs administered by the Missouri Highways and Transportation Commission (MHTC).

WHEREAS, MHTC administers the Federal Highway Administration's Surface Transportation Program, the Federal Aid Urban Program, the Federal Aid Highway Act, the Congestion Mitigation and Air Quality Act, the Surface Transportation Program Enhancement Funds Program, the Transportation Community and System Preservation Program, the Rebuilding American Infrastructure with Sustainability and Equity Grant Program, Nationally Significant Multimodal Freight and Highway Projects, Accelerated Innovation Deployment Demonstration Program, Carbon Reduction Program, Highway Infrastructure Program, and additional federally-funded programs; and

WHEREAS, MHTC requires an official designation by the City of the person to be responsible for the acceptance, application for, and execution of grant agreements; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Public Works is hereby authorized to apply for, accept, and execute grant agreements on behalf of the City of Kansas City, Missouri, with the Missouri Highways and Transportation Commission in accordance with the Federal Highway Administration's Surface Transportation Act, the Federal Aid Urban Program, the Federal-Aid Highway Act, the Congestion Mitigation and Air Quality Act, the Surface Transportation Enhancement Funds Program, the Transportation Community and System Preservation Program, the Rebuilding American Infrastructure with Sustainability and Equity Grant Program, Nationally Significant Multimodal Freight and Highway Projects, Accelerated Innovation

File #: 231007

Deployment Demonstration Program, Carbon Reduction Program, Highway Infrastructure Program, and any other federally-funded programs administered by MHTC.

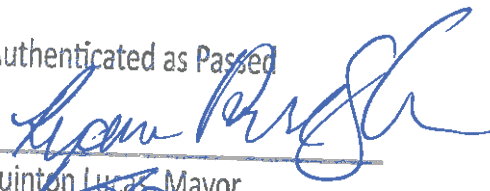
Approved as to form:



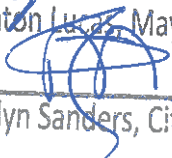
Dustin E. Johnson
Assistant City Attorney



Authenticated as Passed



Quinton Lucas, Mayor


Marilyn Sanders, City Clerk

DEC 07 2023
Date Passed

Certificate Of Completion

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Subject: Complete with DocuSign: 2024-05-84206.pdf

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Document Pages: 7

Certificate Pages: 6

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 6

Initials: 0

Envelope Originator:

Katie Jardieu

1860 Michael Faraday Drive

Suite 100

Reston, VA 20190

katie.jardieu@modot.mo.gov

IP Address: 168.166.80.221

Record Tracking

Status: Original

Holder: Katie Jardieu

Location: DocuSign

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katie.jardieu@modot.mo.gov

Signer Events

Michael Shaw

Michael.Shaw@kcmo.org

Director

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Signature

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Michael Shaw

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Electronic Record and Signature Disclosure:

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Marilyn Sanders

Marilyn.Sanders@kcmo.org

City Clerk

Security Level: Email, Account Authentication (Optional), Access Code

Signature

DocuSigned by:

Marilyn Sanders

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Dustin E. Johnson

Dustin.E.Johnson@kcmo.org

Assistant City Attorney

Security Level: Email, Account Authentication (Optional), Access Code

Signature

DocuSigned by:

Dustin E. Johnson

74DB71E68377461...

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Megan L. Waters-Hamblin

Megan.Waters-Hamblin@modot.mo.gov

Senior Administrative Counsel

Missouri Department of Transportation

Security Level: Email, Account Authentication (Optional)

Signature

DocuSigned by:

Megan L. Waters-Hamblin

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Signature Adoption: Pre-selected Style

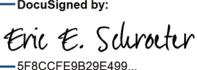
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Signer Events	Signature	Timestamp
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Carolyn Elliott carolyn.elliott@kcmo.org Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/25/2024 2:24:21 PM Viewed: 7/25/2024 2:29:01 PM
Nicolas Bosonetto nicolas.bosonetto@kcmo.org City Engineer Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 9/7/2023 4:25:52 PM ID: 2cdf2fac-9a4c-48eb-8b92-3f753669cab2	COPIED	Sent: 7/25/2024 2:24:21 PM
Carolyn Elliott carolyn.elliott@kcmo.org Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/12/2024 2:41:38 PM Viewed: 8/12/2024 2:49:13 PM

Carbon Copy Events	Status	Timestamp
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Jennifer Jorgensen jennifer.jorgensen@modot.mo.gov Asst Secretary to the Commission MoDOT Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 6/7/2023 9:45:35 AM ID: 43e1faf8-03d4-4d0e-95b0-9dcba940a033	COPIED	Sent: 8/13/2024 1:37:23 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Completed	Security Checked	8/13/2024 1:53:54 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

**Missouri Highways and Transportation Commission
DocuSign, Inc. Express Electronic Signature Agreement**

The Missouri Highways and Transportation Commission (hereinafter, Commission), acting by and through the Missouri Department of Transportation (MoDOT) is willing to provide to the Authorized Representative of the Contractor/Vendor/Consultant (Entity) who is duly authorized to act on behalf of said Entity (hereinafter you or I) and accept from you your electronically affixed authorized signature and seal, as required to validate a binding agreement between the Commission and the Entity, on all Commission/MoDOT documents, including but not limited to disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and the like, (hereinafter, Commission Documents) that are processed, generated, and exchanged by and between the Commission and you, acting on behalf of the Entity, electronically through the utilization of the DocuSign, Inc. Express (DocuSign) eSignature Application. In consideration of mutual covenants, you agree as follows:

- 1) You are the person duly authorized and designated by the Entity to receive, access and agree to the terms of this agreement on behalf of the Entity by clicking the Agree button below.
- 2) You have the authority to specifically consent and agree that the Commission, in its discretion, provide all disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and all other evidence of the transaction between the Commission and the Entity electronically (hereinafter all such documentation is referred to as electronic record(s)).
- 3) The email address, User ID and password authorized to access the electronic agreement via DocuSign are your own and are not shared with any other person.
- 4) All of the required notices and disclosures will be sent to the email address authorized through DocuSign.
- 5) You are duly authorized to receive electronically through DocuSign, access and act upon all electronic records, to provide all required information and electronically affix your signature and seal, as applicable, on behalf of the Entity named in such Commission Documents via DocuSign,.
- 6) The system through which you are accessing DocuSign and its eSignature Application meets the minimum requirements to access DocuSign, view, receive, retrieve, download, print, store, send and transmit all electronic records and any and all other communications sent to you from the Commission through the DocuSign web site.
- 7) All communications in electronic format from the Commission to you through DocuSign are considered in-writing. You have the ability to download and print any documents processed through DocuSign for 30 calendar days after such documents are first sent, as long as you are an authorized user of the DocuSign system. After such time, you may request copies by contacting the Commission through the Secretary to the Commission at mhtc@modot.mo.gov or by telephone at 573-751-2824. You shall print or download for your records a copy of any communication that is important to you to retain.
- 8) You have implemented appropriate security measures to ensure that only you have access through DocuSign to receive, access and electronically affix signatures to electronic records, as applicable, Commission/MoDOT sends to you through DocuSign. It is your sole responsibility to ensure your adequate protection, confidentiality and secrecy of the DocuSign Authentication Code, and any other user ID and/or Password combinations that may be required for you to access the DocuSign eSignature services and any disclosure thereof to any other person or

communication thereof through unsecure medium, such as traditional electronic mail, shall be entirely at your risk. You shall be liable for any unauthorized usage of your ID/Password combination and the DocuSign Authentication Code.

9) You agree and authorize the Commission to respond to and act upon any and all transactions initiated and transmitted by you electronically through DocuSign. Any transaction initiated and transmitted by you to the Commission through DocuSign and its eSignature application shall be deemed to have been authorized by you, and the Commission is entitled to assume that the said transactions are so authorized by you and the Commission shall be protected upon acting thereon.

10) You shall be fully liable to the Commission for every transaction entered into using a valid DocuSign Authentication Code sent to you through certified mail, telephone call or Short Message Service (SMS) text, with or without your knowledge. In no event will the Commission be liable to you for any special, direct, indirect, consequential or incidental loss or damages even if you have advised the Commission/MoDOT of such possibility. The Commission shall not be liable for any misuse, if any, of any data placed on the internet by third parties hacking or accessing the application and hosting server without authorization.

11) The Entity shall take responsibility for all the transactions with the Commission conducted electronically through DocuSign and will abide by the record of the transactions generated by DocuSign or by the Commission/MoDOT through DocuSign. Further such record of transactions shall be conclusive proof and binding for all purposes and may be used as conclusive evidence in any proceedings. All records of the Commission and DocuSign, whether in electronic form, magnetic medium, documents or any other form, with respect to electronic transactions sent or received through use of DocuSign shall be conclusive evidence of such transactions and shall be binding on the Entity.

12) The Commission/MoDOT shall not be liable for any loss or damage whatsoever caused, arising directly or indirectly, in connection with the services and /or this Agreement, including without limitation any: (A) Loss of data; and (B) Interruption or stoppages to your access to DocuSign and its eSignature application and/or processing of electronic transactions due to any operational or technical difficulties/reason beyond our control for any other reason. The Commission, along with its members, employees, agents, executors, successors and assigns shall not be liable for any damages or claims or injuries arising out of or in connection with the use of DocuSign and its eSignature application or its non-use including non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, computer failure or malfunctioning or interruption of business, error, omission, deletion, defect, delay in operation or transmission, communication line failure or for any failure to act upon electronic transaction for any cause.

13) You shall keep confidential all information, in whatever form, produced, prepared, observed or received by you to the extent that such information is confidential by law or otherwise required by the Commission.

14) This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Missouri. 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) The terms of this agreement and any amendments thereafter shall remain in full force and effect for as long as DocuSign is active, or by thirty (30) days written notification by either party

of their intent to cancel this agreement.

By checking the I Agree button, I confirm that:

1. I am the person named in the documents to which I will electronically affix my signature; that I am authorized to sign such documents on behalf of the Entity named in the documents; that I will read and know the contents of such electronically signed documents including all exhibits attached thereto, and that the statements made therein are true, and that I will not omit any information needed to make such documents true; and that I will take appropriate security measures to insure that I have sole access to the documents sent to me by the Commission and MoDOT through the email address provided on DocuSign.
2. I and the Entity shall indemnify and save harmless the Commission, its members, employees, officers, successors, assigns, agents and representatives against any and all claims, losses, damages, costs, liabilities and expense actually incurred, suffered or paid by the Commission, its members, employees, officers, successors, assigns, agents and representatives, directly or indirectly, and also against all demands, actions, suits, proceedings made, filed, instituted against the Commission, its members, employees, officers, successors, agents and representatives in connection with, or arising out of, or relating to the Commission accepting and acting or not accepting and not acting for any reason whatsoever pursuant to, in accordance with or relying upon, data received, through DocuSign and its eSignature application you or any unauthorized use of your ID/Password combination, the DocuSign Authentication Code, or the DocuSign eSignature application.
3. I agree to the DocuSign, Inc. Express (DocuSign) Electronic Signature Agreement terms and conditions outlined above.