

## Exhibit 1

CCO Form: FS08  
Approved: 03/04 (BDG)  
Revised: 03/17 (MWH)  
Modified:

Route 291, Jackson County  
Project No. J4P3196  
City of Lee's Summit  
Agreement No. 2023-06-80344

### MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST SHARE AGREEMENT SUPPLEMENTAL #1

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the **City of Lee's Summit** (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 January 10, 2022, the Commission and the Entity entered into a Cost Share Agreement, Agreement No. 2021-03-61790, (hereinafter, "Original Agreement") as to coordinate public improvements designated as Commission Job J4P3196, for the improvement of Missouri Route 291 and US 50; and

WHEREAS, the Commission and the Entity desire to further revise the Original Agreement as provided in this Supplemental Agreement #1.

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

(1) REVISION: Paragraph (10) FINANCIAL RESPONSIBILITIES FOR THE INTERCHANGE PROJECT of the Original Agreement is hereby removed in its entirety and replaced with the following:

(10) FINANCIAL RESPONSIBILITIES FOR THE INTERCHANGE PROJECT: With regard to work under this Agreement, the Entity agrees as follows:

(A) The Interchange Project cost is currently estimated at twenty nine million five hundred twenty-six thousand four hundred fifty-six dollars (\$29,526,456) and will include preliminary engineering, preliminary engineering review, right-of-way acquisition, right-of-way review, right-of-way incidentals, utilities, construction and construction engineering. The details of the estimated cost breakdown are listed below and in "Exhibit B", which is attached hereto and made part hereof.

(B) The Entity shall be responsible for seventeen million five hundred fifteen thousand four hundred twenty-seven dollars (\$17,515,427) of the total project costs. The Entity agrees that the Commission may obligate up to a maximum of six million four hundred thousand dollars (\$6,400,000) of Surface Transportation Block Grant

## Exhibit 1

(STBG) funds allocated by the Mid America Regional Council (MARC), available in FFY 2025 for construction costs. The Entity shall be required to cover the twenty percent (20%) match to the STBG funds. The Entity shall receive a credit for preliminary engineering, right-of-way acquisition, right-of-way incidentals and utility costs paid by the Entity currently estimated at four million five hundred ninety-five thousand six hundred sixty-five dollars (\$4,595,665). Upon the Commission's receipt of documentation of actual cost incurred and paid by the Entity towards the Entity's share of the preliminary engineering, the amount to be deposited by the Entity hereunder shall be reduced by the amount of the credit described in the foregoing sentence, specifically the amount of four million five hundred ninety-five thousand six hundred sixty-five dollars (\$4,595,665). As a result of the credit for the preliminary engineering, right-of-way acquisition, right-of-way incidentals, and utility costs, the Entity shall remit a check in the amount of six million five hundred nineteen thousand seven hundred sixty-two dollars (\$6,519,762) to cover estimated construction and inspection costs no later than five (5) days prior to the Commission's advertisement of the project for bids. The check should be made payable to the *Missouri Highways and Transportation Commission – Local Fund*. If the Entity fails to make any of the required deposits, the Commission is under no obligation to continue with the Interchange Project.

(C) The Commission shall be responsible for twelve million eleven thousand twenty-nine dollars (\$12,011,029). Of this amount, the Commission will provide ten million, seven hundred five thousand, four hundred seven dollars (\$10,705,407) from the Commission's Cost Share program, of which, three million eight hundred forty-four thousand, seven hundred eighty-five dollars (\$3,844,785) is available in State Fiscal Year 2022, four million eight hundred sixty thousand six hundred twenty-two dollars (\$4,860,622) is available in State Fiscal Year 2023, and two million dollars (\$2,000,000) is available in State Fiscal Year 2024. The remaining one million three hundred five thousand six hundred twenty-two dollars (\$1,305,622) will be funded from the operating budget and the Statewide Transportation Improvement Plan (STIP) budget.

(D) The Entity shall be responsible for the balance of the Interchange Project in excess of twenty nine million five hundred twenty-six thousand four hundred fifty-six dollars (\$29,526,456). The Entity shall be responsible for any overruns. In the event the Interchange Project's total costs are lower than twenty one million nine hundred nine thousand fifty seven dollars (\$21,909,057), the savings will be split between the Entity and the Commission at rates of forty-five percent (45%) and fifty-five percent (55%), respectively. Any project savings between the estimated total project cost of twenty-nine million five hundred twenty-six thousand four hundred and fifty-six dollars (\$29,526,456) and twenty-one million nine hundred nine thousand fifty-seven dollars (\$21,909,057) shall be the Entity's.

(E) If, at the time of the letting, the lowest responsive bid is higher than the estimated construction cost amount, the Entity, upon written notification from the Commission shall remit a check in the amount of its share of the difference between the estimated amount and the lowest responsive bid no later than one (1) day prior to the date of the Commission meeting wherein the subject bid will be considered for award or

## Exhibit 1

a later date set by the Commission in its sole discretion. In the event the Commission, in its sole discretion, extends the day the Entity payment is due, it shall notify the entity of the new due date in writing, which shall be binding immediately upon the Entity's receipt of the written notice. The check must be made payable to the *Missouri Highways & Transportation Commission - Local Fund*. The Commission, in its sole discretion, reserves the right to take action at the said Commission meeting and either reject all bids if the Entity fails to make the payment by the due date, or award the contract to the lowest responsive bidder contingent upon receipt of the additional funds from the Entity by the extended due date. If the Commission makes a contingent award of the contract and the Entity fails to make the required deposit(s) by the extended due date, the contingency of the contract award by the Commission shall be deemed unsatisfied, the award of the contract shall be deemed null and void and the Commission shall be under no obligation to continue with the project.

(F) The Entity agrees to review the bids for purposes of awarding the Commission's construction contract. If the lowest responsive bid is greater than five percent (5%) above the engineers estimate, then the Commission may not award said construction contract unless the Entity concurs in such award. The Entity shall provide concurrence within three (3) business days of the bid opening by the Commission. Failure of the Entity to respond within three (3) business days of the bid opening by the Commission shall be construed as concurrence by the Entity.

(2) REVISION: EXHIBIT B of the Original Agreement is hereby removed in its entirety and replaced.

(3) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement #1, the Original Agreement shall remain in full force and effect and shall extend and apply to this Supplemental Agreement.

*Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on  
Following Page*

**Exhibit 1**

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 LEE'S SUMMIT

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

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

ATTEST:

ATTEST:

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

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

Approved as to Form:

Approved as to Form:

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

\_\_\_\_\_  
Title: \_\_\_\_\_

Ordinance No \_\_\_\_\_

## Exhibit 1

### EXHIBIT B

Description: MO 291 at US 50 - Bridge, roadway and intersection improvements from SE Oldham Rd to SE 7th Terrace

Local Entity: City of Lee's Summit

#### Financial Responsibilities (Interchange Project):

	Current Estimate
Preliminary Engineering (Consultant)	\$2,401,165.00
ROW Acquisition	\$1,870,000.00
ROW Incidentals	\$17,000.00
Utilities	\$307,500.00
Sub Total (credit)	\$4,595,665.00

Preliminary Engineering Review (MoDOT)	\$15,000.00
Right-of-Way Review (MoDOT)	\$10,000.00
Construction	\$23,625,169.00
Construction Engineering (MoDOT)	\$1,280,622.00
Total	\$29,526,456.00

#### Interchange Project Responsibilities:

Design	Entity
Right-of-Way	Entity
Letting	Commission
Inspection	Commission

#### Project Breakdowns:

	Interchange Project	Facility Project	Facility Project + Interchange Project
Commission Cost Share Funds	\$10,705,407.00	\$0.00	\$10,705,407.00
Commission KC District STIP funds	\$1,305,622.00	\$0.00	\$1,305,622.00
MARC STBG Funds (Entity secured)	\$6,400,000.00	\$0.00	\$6,400,000.00
Commission Value of Donated ROW*	\$0.00	\$2,012,897.00	\$2,012,897.00
Entity	\$11,115,427.00	\$8,113,000.00	\$19,228,427.00
OA/MSHP Value of Land Donated	\$0.00	\$1,004,387.00	\$1,004,387.00
Total	\$29,526,456.00	\$11,130,284.00	\$40,656,740.00

How are overruns and underruns handled?

The Entity shall be responsible for the balance of the Interchange Project in excess of twenty nine million five hundred twenty-six thousand four hundred fifty-six dollars (\$29,526,456). The Entity shall be responsible for any overruns. In the event the Interchange Project's total costs are lower than twenty one million nine hundred nine thousand fifty seven dollars (\$21,909,057), the savings will be split between the Entity and the Commission at rates of forty-five percent (45%) and fifty-five percent (55%), respectively. Any project savings between the estimated total project cost of twenty-nine million five hundred twenty-six thousand four hundred and fifty-six dollars (\$29,526,456) and twenty-one million nine hundred nine thousand fifty-seven dollars (\$21,909,057) shall be the Entity's.