AN ORDINANCE APPROVING AN AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND MISSOURI GOVERNOR’S TRANSPORTATION COST SHARE PROGRAM FOR IMPROVEMENTS NEEDED TO REDUCE CONGESTION ON ROUTE A FROM ROUTE 61 TO I-70

WHEREAS, the Missouri Department of Transportation (MoDOT) has identified improvements needed to reduce congestion on Route A from Route 61 to I-70; and

WHEREAS, while the stretch of the Route A corridor from Route 61 to I-70 has been upgraded over time, the basic configuration has not changed significantly, the corridor has experienced ever increasing congestion along the mainline alignment and around the GM Assembly Plant and it is not meeting the daily traffic demand requirements as effectively as it has in the past; and

WHEREAS, plans for improvements to address the issues identified in this Route A corridor have been approved by the County, MoDOT, and the City of Wentzville; and

WHEREAS, these improvements would include the addition of right turn lanes at GM Assembly Plant access drive, replacement of two existing traffic signals, truck staging shoulder parking, and installation of continuous lighting and ITS equipment; and
WHEREAS, the cost for these improvements will be shared between the County, MoDOT and the City of Wentzville as provided in the Cost Share Agreement; and

WHEREAS, the preliminary engineering of the improvements can start within this year (2020) should the County decide to finance the funds to be provided by MoDOT; and

WHEREAS, Section 70.220 of the Revised Statutes of Missouri, as amended, authorizes intergovernmental contracts between political subdivisions for the purposes herein set out.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1 The County Executive is hereby authorized to execute a cost share agreement for the project described herein with MoDOT.

Section 2. The Cost Share Agreement shall be substantially in the same form as EXHIBIT A attached hereto, which is incorporated herein by reference.

Section 3. The agreement identified above shall be subject to appropriation in county budget year 2020.

Section 4. Compliance with all the terms of the agreement authorized in Section 1 shall be the responsibility of the Roads and Traffic Manager.

Section 5. This ordinance shall be in full force and effect from and after the date of its passage and approval.
Section 6. The Agreement authorized herein shall be valid upon its lawful execution by the authorized officials of each governmental entity entering into such agreement as required by Chapter 70 of the Revised Statutes of the State of Missouri.

DATE PASSED

DATE APPROVED BY COUNTY EXECUTIVE

CHAIR OF THE COUNCIL

COUNTY EXECUTIVE

ATTEST:

COUNTY REGISTRAR
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
GOVERNOR’S TRANSPORTATION COST SHARE AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, “Commission”) and St. Charles County (hereinafter, "Entity").

WITNESSETH:

WHEREAS, pursuant to Section 4.430 of Truly Agreed to and Finally Passed House Bill 4 (hereinafter, "TAFP HB 4 2019") from the 2019 legislative session, the Missouri General Assembly (GA) has appropriated Fifty Million dollars ($50,000,000) in general revenue funds to the Commission to be expended for road and bridge projects under the Governor’s Transportation Cost Share Program (Program); and

WHEREAS, the Entity applied to the Commission for participation in the Governor’s Transportation Cost Share Program; and

WHEREAS, on January 8, 2020, the Commission approved the Entity's application to the Governor’s Transportation Cost Share Program subject to the terms and conditions of this Agreement.

WHEREAS, the Commission will administer these Program funds to the Entity with the understanding that such funds will be used for the purpose of funding road and bridge improvement projects, as further described within TAFP HB 4 2019 and within this Agreement; and

WHEREAS, the Entity desires to construct certain road and bridge improvements (hereinafter, “Project”), more specifically described below, using Program funds; and

WHEREAS, the Entity shall comply with Commission requirements related to construction on the State Highway System;

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

(1) AMOUNT OF PROGRAM: The total amount of this Program, as provided within Section 4.430 of TAFP HB 4 2019, is Fifty Million dollars ($50,000,000). The parties to this Agreement agree that the Commission will administer funds from the Program in an amount not to exceed Fifty Million dollars ($50,000,000). These funds made available from the Commission to the Entity are subject to appropriations made
by the GA and gubernatorial release of such funds appropriated to the Commission. In the event state funds appropriated within Section 4.430 of TAFP HB 4 2019 are reduced so that the Commission is incapable of completely satisfying its obligations to the Entity, the Commission may recompute and reduce this Program and the amount of this Agreement. The designation of this Program does not create a lump sum quantity contract, but rather only represents the amount of funding available for eligible Project expenses. In no event will the Commission reimburse the Entity for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all Project expenses to ensure that they are eligible expenses. These funds are for construction contract costs only. Preliminary engineering, environmental services, right-of-way services and acquisitions, utilities, construction inspection and other costs shall not receive the funds from HB 4 Section 4.430. The Entity shall be solely responsible for all ineligible costs.

(2) REQUEST FOR RE-APPROPRIATION OF FUNDS AND EXTENSION OF TIME FOR COMPLETION OF PROJECT: It is anticipated the Fifty Million dollars ($50,000,000) provided within Section 4.430 of TAFP HB 4 2019 will not be fully expended by June 30, 2020. Therefore, the Commission will request for the re-appropriation and extension of time. If the re-appropriation is not approved, the Entity is responsible for completing construction of the Project at the Entity’s expense.

(3) PROGRAM TIME PERIOD: This Agreement provides funding for expenditures for the Governor’s Transportation Cost Share Program projects to the Entity for State Fiscal Year (SFY) 2020 (July 1, 2019 to June 30, 2020). In the event the funds are re-appropriated by the GA into another SFY, the Program Time Period will automatically be adjusted to reflect the new SFY.

(4) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Entity in accordance with Section 4.430 of TAFP HB 4 2019 and to co-ordinate the participation by the Commission in the cost of the Entity’s project. The purpose is for a Cost Share Program with public and private entities for public road and bridge projects satisfying a transportation need, provided that these funds shall not supplant, and shall only supplement, the current planned allocation of road and bridge expenditures under the most recently adopted State Transportation and Improvement Plan (STIP), including all amendments thereto, as of the date of passage of this bill by the GA.

(5) LOCATION: The road and bridge improvement that is the subject of this Agreement is contemplated at the following location:

Route A from Route 61 to I-70, St. Charles County.

The general location of the project is shown on the attachment marked as “Exhibit A” and is incorporated herein by reference.

(6) SCOPE OF WORK: The Entity shall undertake and complete the Project
work described in the Entity’s Scope of Work Statement, which is attached and marked as “Exhibit B” and is incorporated herein by reference. The Project will be defined by the Entity’s Scope of Work Statement.

(7) 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.

(8) COMMISSION REPRESENTATIVE: The Commission’s St. Louis 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.

(9) ENTITY REPRESENTATIVE: The Entity’s St. Charles County Executive is designated as the Entity’s representative for the purpose of administering the provisions of this Agreement. The Entity’s representative may designate by written notice other persons having the authority to act on behalf of the Entity in furtherance of the performance of this Agreement.

(10) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree as follows:

(A) The Entity shall be responsible for design of the project and shall prepare detailed right-of-way and construction plans and Project specifications. The Entity shall provide the Commission with plans setting forth the general analysis and explanation of reasons for design choices. The plans and specifications shall be prepared in accordance with and conform to Commission requirements and are subject to Commission approval and acceptance.

(B) The Entity shall acquire right-of-way as needed for the Project in accordance with Commission requirements and subject to Commission approval.

(C) The Entity shall be responsible for letting the work for the herein improvement, which includes advertising the Project for bids and awarding the construction contract. The project shall be constructed in accordance with and conform to Commission requirements. The Entity shall solicit bids for the herein improvement 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 work as contemplated. The Entity shall award the contract to the lowest, responsive, responsible bidder. Prior to awarding the contract, the Entity shall obtain concurrence in award from the Commission.

(D) The Entity shall be responsible for construction of the herein improvements, which includes administration of the construction contract;

(E) The Entity shall be responsible for inspection of the Project work.
The Project shall be constructed in accordance with and conform to Commission requirements and is subject to the Commission’s approval and acceptance.

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

(A) The Program funds are only eligible to be used for construction contract costs. All other Project costs, including but not limited to preliminary engineering, environmental services, right-of-way services and acquisitions, utilities, construction administration and inspection shall be the responsibility of the Entity. The breakdown details of the estimated total Project cost are shown in “Exhibit C,” which is attached hereto and incorporated herein by reference. The total estimated cost of the Project is six million four hundred six thousand two hundred sixty-eight dollars ($6,406,268). The construction contract cost estimate is five million four hundred seventy-one thousand two hundred sixty-eight dollars ($5,471,268).

(B) The Governor’s Transportation Cost Share Program share of the construction contract cost will be up to sixty four percent (64%) not to exceed three million five hundred thousand dollars ($3,500,000).

(C) The Entity shall be responsible for all construction contract costs that exceed three million five hundred thousand dollars ($3,500,000), estimated at one million nine hundred seventy-one thousand two hundred sixty-eight dollars ($1,971,268).

(D) The Entity shall be responsible for all ineligible costs estimated at nine hundred thirty-five thousand dollars ($935,000). The total amount the Entity is estimated to be responsible for is two million nine hundred six thousand two hundred sixty-eight dollars ($2,906,268).

(E) The Entity shall be responsible for overruns of the eligible Project costs. Underruns of the eligible Project costs will be based on the pro rata share.

(12) REIMBURSEMENT FOR ELIGIBLE EXPENSES: The Commission will reimburse the Entity for eligible expenses in accordance with Section 4.430 of TAFP HB 4 2019 based on actual construction contract costs.

(A) The Entity may request reimbursement for eligible costs at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be submitted to the Missouri Department of Transportation (MoDOT) monthly and shall be supported with invoices and documentation that its providers were paid in full for the work performed.

(B) It is understood and agreed by and between the parties that the Commission shall make no reimbursement payment which could cause the aggregate of all payments under this Agreement to exceed 64% of construction contract costs up
to three million five hundred thousand dollars ($3,500,000) as approved by the Commission.

(C) The request for reimbursement must include a construction progress summary that includes an estimated percent complete, list of major items of work completed during the pay period and status of schedule.

(D) Within ninety (90) days of final inspection of the project funded under this Program, the Entity shall provide to the Commission a final payment request and all financial performance and other reports as required by this Agreement.

(E) If the Commission determines that the Entity was overpaid, the amount of overpayment shall be remitted to the Commission.

(F) Reimbursement requests must be submitted by May 31st of the Program Time Period to ensure reimbursement.

(13) EXPENDITURE OF PROGRAM FUNDS: All funds not expended by the Entity at the end of the Program Time Period within this Agreement may be redistributed to another Applicant at the discretion of the Commission.

(14) WITHDRAWAL OF PROGRAM OFFER: The Commission reserves the right to amend or withdraw this Program offer at any time prior to acceptance by the Entity.

(15) COMMISSION TO MAINTAIN:

(A) Upon completion of construction of this improvement, the Commission will control and maintain the improved street and shall thereafter keep, control, and maintain the same as a part of the State Highway System. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance.

(B) Upon completion of construction of this Project, the Entity shall operate and maintain the continuous lighting system installed along Commission’s roadway at no cost and expense whatsoever to the Commission. The Entity may delegate this obligation to a separate Local Public Agency with prior written consent of the Commission. If the delegated Local Public Agency fails to properly maintain the continuous lighting system per terms of a separate Commission Lighting Maintenance Agreement, the Commission may revoke consent to delegate this obligation and the Entity shall operate and maintain the continuous lighting system.

(C) All obligations of the Commission under this Agreement shall cease upon completion of the improvement unless otherwise agreed to by a formal contract signed and approved by the duly authorized representatives of the Entity and the Commission.
(16) **ACQUISITION OF RIGHT OF WAY**: No acquisition of additional right-of-way is anticipated in connection with Project 6S3530 or contemplated by this Agreement.

(17) **ENTITY’S PRELIMINARY PLANS**: The Entity shall provide the Commission with plans setting forth the general analysis and explanation of reasons for design choices.

(18) **CONSTRUCTION SPECIFICATIONS**: The Entity agrees that all construction under this Project will be constructed in accordance with current MoDOT design criteria and Missouri Standard Specifications for Highway Construction unless separate standards for the surface transportation system have been established by the Entity and the Commission subject to the approval of the Commission.

(19) **REVIEW OF BIDS AND CONTRACT AWARD**: The Commission will review all contractors’ bids and concur with the selection of the apparent successful bidder prior to the Entity awarding the construction contract.

(20) **NOTICE TO PROCEED**: After the Commission receives copies of the executed construction contract between the Entity and the contractor, the performance and payment bonds, and any other documentation as required by this Agreement, the Commission will authorize the Entity to issue a notice to proceed with construction.

(A) The Entity shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.

(B) Any construction work performed prior to the Commission’s issuance of a Notice to Proceed shall not be eligible for funding participation and shall be the sole responsibility of the Entity.

(21) **CONSTRUCTION PROGRESS AND INSPECTION REPORTS**: The Entity shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications. Project oversight by other personnel does not relieve the Entity of this responsibility.

(22) **RECORD DRAWINGS**: The Entity shall provide one (1) electronic set of as-built construction drawings on a compact disc in .pdf format copied to a single file (each sheet must be sealed, signed, and dated by the engineer) to the Commission within sixty (60) days upon project completion.

(23) **PROMPT PAYMENT**: The Commission and the Entity require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri’s prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Entity also require the
prompt return of all retainage held on all subcontractors after the subcontractors’ work is satisfactorily completed, as determined by the Entity and the Commission.

(24) **AUDIT OF RECORDS:** The Entity shall 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.

(25) **NONDISCRIMINATION CLAUSE:** The Entity shall comply with all state and federal statutes applicable to the Entity relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d and §2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*).

(26) **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.

(27) **PROJECT SCHEDULE:** A project schedule shall be included as Exhibit D. Any lack of progress which significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Entity in writing once such a determination is made.

(28) **COMMISSION RIGHT OF WAY:** All improvements made within the state-owned right-of-way shall become the Commission’s property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission unless otherwise agreed to by the parties by a formal written Missouri Highways and Transportation Maintenance Agreement signed and approved by the duly authorized representatives of the parties.

(29) **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.

(30) **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.

(31) **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
(32) **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.

(33) **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.

(34) **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.

(35) **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: Thomas Blair  
St. Louis District Engineer  
1590 Woodlake Drive  
Chesterfield, MO 63017  
Email: thomas.blair@modot.mo.gov

**Entity to:** Steve Ehlmann  
St. Charles County Executive  
201 N. Second Street  
St. Charles, MO 63301  
Email: executive@sccmo.org

or to such other place as the parties may designate in accordance with this Agreement.

(36) **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.

(37) **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.

(38) **PERMITS:** The Entity shall secure any necessary approvals or permits
from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(39) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(40) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Entity at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(41) CONFIDENTIALITY: The Entity shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Entity shall notify the Commission immediately of any request for such information.

(42) NONSOLICITATION: The Entity warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Entity, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(43) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(44) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or 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.

(B) The Entity 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 MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities 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. The Entity shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to section 537.610 RSMo.

(C) 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.

(45) NOTIFICATION OF CHANGE: The Entity shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

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

(47) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Entity, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Entity responsible for damages.

(48) OUTDOOR ADVERTISING: The Entity further agrees that the right-of-way provided for any improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right-of-way, and will remove or cause to be removed from such right-of-way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(49) STATE WAGE LAWS: The Entity’s contractor and its subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri. The Entity shall take those acts which may be required to fully inform itself of the terms of, and to comply with, any applicable state wage laws.
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

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

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  ST. CHARLES COUNTY, MISSOURI  

By ____________________________  By ____________________________  
Title ____________________________  Title County Executive ________________  

ATTEST:  ATTEST:  
Secretary to the Commission  County Registrar  
Approved as to Form:  Approved as to Form:  
Commission Counsel  Associate County Counselor  
Ordinance No ________________  

CERTIFICATE OF COUNTY FINANCE DIRECTOR  
I certify pursuant to § 50.660 RSMo., as amended, that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.  

__________________________________  
Bob Schnur, Finance Director

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EXHIBIT A

LOCATION
EXHIBIT B
SCOPE OF WORK

- Roadway improvements along St. Charles County Route A from Route 61 to I-70
- Construct four right turn lanes at GM Assembly Plant access drives
- Asphalt overlay approximately 4 miles (4 lanes)
- Replace two existing traffic signals at GM Assembly Plant access drives
- Construct truck staging shoulder parking
- Install continuous lighting
EXHIBIT C

COST ESTIMATE

**Project Name:** Route A

**MoDOT Project Number:** 6S3530

**Description:** Improvements to Route A from Route 61 to I-70

**Total Project Cost Estimate:** $6,406,268

**Local Entity:** St. Charles County

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**Project Responsibilities:**

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**Financial Responsibilities for Governor’s Transportation Cost Share Eligible portion:**

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**How are overruns and Underruns handled?** The Entity shall be responsible for overruns of the eligible project costs. Underruns of the eligible project costs will be based on the pro rata share.
EXHIBIT D

PROJECT SCHEDULE

- Preliminary Engineering: April 2020 – September 2020
- Utilities: October 2020 – June 2021
- Construction: January 2021 – June 2021