

COST APPORTIONMENT AGREEMENT DRAFTING INSTRUCTIONS

General information:

1. Work with the District Planning staff for addition or revision to STIP and/or TIP.
2. Is the timing of all project activities (PE, RW, Letting, etc.) realistic?
3. If the contracting party is City/County/Entity, make it consistent throughout the agreement. Use the “find and replace” function to verify all changes have been made.
4. If any provisions/paragraphs are added or deleted, the numbering needs to be changed accordingly.
5. If the city/county/entity coordinates utility relocation, make sure the city/county calls Missouri One Call.
6. If the project includes a roadway relinquishment to a city/county/entity, be sure the Change in Route Status Report has been completed.
7. Once the agreement has been completely drafted, please send to the Agreements email group and include an explanation of the situation.

Agreement Drafting Instructions:

(The contracting party is the city for all examples in these instructions.)

Top right corner – Fill in the blanks.

After fourth paragraph – If needed, provide the appropriate “Whereas” clause to reference any other past or anticipated agreements associated with the same project. *For example: Whereas, the City and Commission are concurrently entering into a Municipal Agreement.*

Section (1) – Fill in the blanks.

Section (2) –

- Add the location details of the project. Coordinate with the District Planning staff for STIP and/or TIP description and location.
- If there are portions of the project located on and off the state system, provide in bullet points the parts that are located on and off the state system.

Section (4) – Fill in the blank. This is usually the District Engineer.

Section (5) – Within this section, clearly define the following:

- Who is performing the project activities, including design, ROW acquisition, letting, concurrence in award, contract administration, inspection and testing and location survey plan.
- If the city is letting the project, contact the Design Division for assistance with developing appropriate language for this section.
- If the city is acquiring the ROW, the following items need to be outlined in the agreement:
 - Who will handle the acquisition and condemnation process?
 - Whose name will the realty rights be purchased under?
 - Will the acquired realty rights be deeded to the MHTC? If yes, when will the transfer take place?
 - If the city is acquiring the right of way, add the following language: *The City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all 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.*

- If the city wants to concur in the award of the contract, add a statement that reads something like, “*The City shall provide concurrence on the construction contract award within five days of the project letting (bid opening)*”.

Section (6): (These instructions include some funding scenarios, but if your situation is different, such as funding scenarios for off-system work, please contact the Financial Services Division for assistance with developing appropriate language for this section).

- **Sub Section A** – Fill in the blanks.
- **Sub Section B** – Fill in the blanks.
- **Sub Section C** – Pick the appropriate paragraph C.
 - The first option is if the city is paying a specific amount not related to any percentage of the project. It is just one lump sum that will be deposited in the State Road Fund. If the money is deposited in the State Road Fund, MoDOT earns the interest on the money.
 - The second option is the same as the first except that the city is depositing its funds in the Local Fund. If the money is deposited in the Local Fund, the city earns the interest on the money.
 - The third option is if the city is paying a certain percentage of the project and depositing its funds in the State Road Fund. If the money is deposited in the State Road Fund, MoDOT earns the interest on the money.
 - The fourth option is the same as the third except that the city is depositing its funds in the Local Funds. If the money is deposited in the Local Fund, the city earns the interest on the money.
- **Once you have picked the appropriate paragraph, include the following information within Sub Section C:** Clearly define the project costs the city is responsible for, when it needs to provide the funding and what is included in its portion. Verify that the language in the agreement matches the dollar amounts in exhibit B. *For example, if the city is responsible for the ROW cost, the city shall deposit in the amount of \$247,000 to the MHTC – Local Fund for ROW no later than 30 days prior to the scheduled acquisition authority date. If the city fails to make the deposit, the Commission is under no obligation to continue the project.* If the city is providing funding for construction, it will need to provide the funding 5 days prior to advertisement for bids. Note - DO NOT use specific due dates for deposits.
- **If the city is using federal funds, include the following information within Sub Section C** – *For example, The City agrees the Commission may program and obligate up to \$799,517 of the STP-Urban funds allocated to the City by the Ozark Transportation Organization in partial fulfillment of the City’s obligation under this agreement.*
- **If the city is required to provide a maintenance impact fee (EPG 121.3), include the following information within Sub Section C** – Include the amount that needs to be deposited and the time frame for deposit. Note – This deposit is separate from the other deposits.
- **Sub Section D** – Fill in the blanks.

Section (13):

- If the city will ultimately be responsible for maintaining any section of roadway or roadway features on the state system, explain what portions of the roadway will be maintained by the city. This explanation may already be included in a Municipal Agreement (DE11).
- If the MHTC will be relinquishing any part of the roadway to the city, explain what will be relinquished, when it will be relinquished, and include a statement clarifying that the transfer of the roadway will be by quitclaim deed. This explanation may already be included in a Road Relinquishment Agreement (RW27). If you have questions, please contact District ROW or Central Office ROW.