

CHAPTER I  
GENERAL INFORMATION

CCO FORM: DE10  
Approved: 1/99 (BDG)  
Revised: 7/01 (BDG)  
Modified:

Route \_\_\_\_\_, \_\_\_\_\_ County  
Job No. \_\_\_\_\_

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
COUNTY AGREEMENT

THIS AGREEMENT, is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), and the County of \_\_\_\_\_, Missouri (hereinafter, "County").

WITNESSETH:

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

*\*This Agreement contains italicized directions for the drafter when preparing the Agreement. Once the Agreement is prepared, be sure to delete all instruction lines and be sure that all paragraphs and subparagraphs are in numerical or alphabetical order*

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route \_\_\_\_\_, \_\_\_\_\_ County, Job No. \_\_\_\_\_ shall consist of \_\_\_\_\_.

(2) IMPROVEMENT WITHIN COUNTY: The improvement within the County is located as follows:

*\*Description Example: Beginning at Station 100+00, a point 568 feet north of the northeast corner of Section 6, Township 23 North, Range 3 East, run in a generally southerly direction along existing Route 179 to Station 700+25, a point where the centerline of present Route 179 intersects the south county limits. Length of improvement within county is (express in miles or feet).*

*\*(NOTE: It is important that the improvement within the county be referenced to established reference points such as existing highway, road, and railroad intersections and so on, which will be meaningful to members of the county commission and others reading the description or hearing it read. All station numbers listed in the description must be shown on the location sketch)*

(3) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(4) PURPOSE: It is the intent of this Agreement that the Commission shall provide without cost to the County, except as otherwise provided in this Agreement, a highway for traffic in the County and the Commission shall so design and construct the highway to serve operating necessities and requirements of local and through traffic.

(5) RIGHT-OF-WAY USE: The County grants the right to use the right-of-way of public roads as necessary for construction and maintenance of said public improvement.

*\*Close and Vacate, paragraph (6), should be deleted when no county road connections exist*

(6) CLOSE AND VACATE: The County shall duly close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans. Whenever the Commission deems it necessary to close any road permanently or temporarily during construction, the County shall be advised in time to make provisions for the diversion and rerouting of traffic.

CHAPTER I  
GENERAL INFORMATION

*\*Right-of-Way Acquisition is covered in paragraph (7). Use subparagraph (A) with 100% right-of-way by the Commission. When the County participates in the cost, delete the underlined words and add an appropriate sentence at the end. Example: "The County shall reimburse the Commission for the actual costs incurred in the right-of-way acquisition."*

*Use on subparagraph (B) if no right-of-way is involved. Show the Job No. in the appropriate space.*

*When access control is acquired, use subparagraph (C) with right-of-way cost participation by the County or others. Use subparagraph (D) with 100% right-of-way by the Commission.*

(7) RIGHT-OF-WAY ACQUISITION:

(A) Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the clerk of the County and proceed to acquire at its expense, at no cost or expense to the County, any necessary right-of-way required for the construction of the improvement.

(B) No acquisition of additional right-of-way is anticipated in connection with Job No. \_\_\_\_\_ or contemplated by this Agreement.

(C) The portion of state highway covered by this Agreement shall be a \_\_\_\_\_ access highway between stations \_\_\_\_\_. Rights of access between the highway and abutting property shall be procured and the cost classified as right-of-way cost and paid for in the same manner as other right-of-way costs. Only such rights of ingress and egress shall be allowed as indicated on the plans approved by the Commission and FHWA.

(D) The portion of state highway covered by this Agreement shall be a \_\_\_\_\_ access highway and rights of access between the highway and abutting property shall be procured and the cost classified as right-of-way cost and paid for by the Commission in the same manner as other right-of-way costs. Only such rights of ingress and egress shall be allowed as indicated on the plans approved by the Commission and FHWA.

*\*Utility Adjustments: Include only the following subparagraphs as necessary to cover the various utility adjustments or relocations connected with this improvement. If there is any doubt, include it.*

- (A) *Privately-owned facilities on existing public ways.*
- (B) *Privately-owned facilities on privately-owned right of way.*
- (C) *No adjustment necessary to county-owned facilities.*
- (D) *County-owned facilities on county road.*
- (E) *County-owned facilities inside present county limits on state right-of-way or outside present county limits on public way.*
- (F) *Covers excavation permits; include in all agreements.*

(8) UTILITY RELOCATION:

(A) The Commission and the County shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the County is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the County will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

**CHAPTER I  
GENERAL INFORMATION**

(C) It is understood and agreed by the parties to this Agreement that no county-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the County which must be moved, adjusted, or altered to accommodate construction of this improvement, and such county-owned utilities, poles, wires, conduits, and pipes are located within the present county jurisdiction and located on an existing road, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the County will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the County except as otherwise provided. The County shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the County in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the County in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the County for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any county-owned utility facilities outside the present county limits on public right-of-way or on state highway right-of-way within or outside the county limits or within the right-of-way of a public way, the alteration, relocation, or adjustment shall be made by the County at its cost.

(F) The County agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the County will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his/her authorized representative. The County shall take whatever actions are necessary to assure compliance with this paragraph.

*\*Lighting Provisions: Include appropriate subparagraph-(A) for continuous or (B) for basic lighting. One should be included to handle future lighting. Modify as necessary to cover any cost paid by the County.*

(9) LIGHTING

(A) The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No lighting system shall be installed or maintained by or for the County on the improvement without approval of the Commission.

(B) The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the County on the improvement without approval of the Commission.

(10) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting roads shall be under the exclusive jurisdiction and at the cost of the Commission. The County shall not install, operate, or maintain any traffic

CHAPTER I  
GENERAL INFORMATION

signals, signs or other traffic control devices on the highway or on roads and highways at any point where they intersect this highway without approval of the Commission.

*\*Drainage Provisions: Use (B) within the jurisdiction of the St. Louis Metropolitan Sewer District, use (A) in all others.*

(11) DRAINAGE:

(A) The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The County shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the County's authority and control of the storm sewer facilities or natural drainage involved.

(B) The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. It is understood by and between the parties that the area of the improvement is within the jurisdiction of the St. Louis Metropolitan Sewer District.

(12) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

*\*Commencement of Work: In paragraph (13), delete underlined words if there is no right-of-way acquisition.*

(13) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the FHWA (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

*\*Maintenance: In paragraph (14), use subparagraph (C) only if it is appropriate. Use subparagraph (D) if sidewalks currently exist or if sidewalks will be constructed as part of the project.*

(14) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), county-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust county roads, the right-of-way acquired for these adjustments and connections will be deeded to the County.

(C) Effective upon completion of construction, the Commission shall transfer ownership to the County, and the County will accept the portions of existing highways within County replaced by this improvement.

(D) The County shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

**CHAPTER I  
GENERAL INFORMATION**

*\*Use Paragraphs (15) and (16) only if a County road is temporarily being taken into the State system.*

(15)ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission accepts the portion of the County street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The County shall perform or cause to be performed normal maintenance on the project site.

(16)COUNTY TO MAINTAIN: Upon completion of construction of this improvement, the County 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 County street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(17)POLICE POWERS: It is the intent of the parties to this Agreement that the County shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the County will enact, keep in force, and enforce only such regulations relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(18)RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the County shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(19)OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the County will take whatever actions are necessary to enforce this paragraph.

(20)WITHHOLDING OF FUNDS: In the event that the County fails, neglects, or refuses to enact, keep in force or enforce regulations specified or enacts regulations contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the County for compliance and the County's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the County.

(21)FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(22)INDEMNIFICATION: To the extent allowed by law, the County shall be responsible for injury or damages as a result of any services and/or goods rendered by or through the County under the terms and conditions of this Agreement. In addition to the liability imposed upon the County on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the County's performance under this Agreement, the County assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and, to the extent allowed by law, to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The County also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the County for any purpose under this Agreement, and, to the extent allowed by law, to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

CHAPTER I  
GENERAL INFORMATION

(23)AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved on or between the duly authorized representatives of the County and Commission.

(24)COMMISSION REPRESENTATIVE: The Commission's \_\_\_\_\_ 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.

(25)COUNTY REPRESENTATIVE: The County's \_\_\_\_\_ is designated as the County's representative for the purpose of administering the provisions of this Agreement. The County's representative may designate by written notice other persons having the authority to act on behalf of the County in furtherance of the performance of this Agreement.

(26)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 upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the County:

[NOTE: County's Representative Designated in Paragraph 25]

\_\_\_\_\_

Facsimile No: \_\_\_\_\_

(B) To the Commission:

[NOTE: Commission Representative Designated in Paragraph 25]

\_\_\_\_\_

Facsimile No: \_\_\_\_\_

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

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

(28)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.

(29)LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The County shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(30)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 County.

(31)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.

CHAPTER I  
GENERAL INFORMATION

(32)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 scope of any provision of this Agreement.

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

Executed by the County this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

Executed by the Commission this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

\_\_\_\_\_ COUNTY

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

By \_\_\_\_\_  
Title Presiding Commissioner

ATTEST:

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

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

Approved as to Form:

Approved as to Form:

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

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

ATTEST:

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

Approved as to Form:

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