

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 83-14

AN ORDINANCE

authorizing a cost apportionment agreement with the Missouri Highways and Transportation Commission for improvements at the intersection of Route 740 (Stadium Boulevard) and Old Route 63; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a cost apportionment agreement with the Missouri Highways and Transportation Commission for improvements at the intersection of Route 740 (Stadium Boulevard) and Old Route 63. The form and content of the agreement shall be substantially in the same form as set forth in "Attachment A" attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2014.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CCO Form: DE07
Approved: 07/97 (DPP)
Revised: 09/11 (AR)
Modified:

Cost Apportionment Agreement
Boone County, Route 740
Job No.: J5S3092
City of Columbia

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COST APPORTIONMENT AGREEMENT**

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

WITNESSETH:

WHEREAS, the City applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program*; and

WHEREAS, on November 15, 2013, the Cost Share Committee approved the City's application to the *Cost Share Program* subject to the terms and conditions of this Agreement; and

WHEREAS, the Commission owns and maintains Route 740 in Boone County as part of the State Highway System; and

WHEREAS, the parties desire the improvement of Route 740 at the intersection of Old Route 63; and

WHEREAS, the City is willing to provide assistance in the design, right of way acquisition and construction of the improvements subject to the terms and conditions herein.

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

(1) PURPOSE: The purpose of this agreement is to coordinate participation by the Commission in the cost of the City's public improvement for Route 740 and the intersection of Old Route 63, in the County of Boone, designated as Commission Job No. J5S3092.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Route 740 at the intersection of Old Route 63, approximately 1.0 mile west of Route 63 in the City of Columbia.

The general location of the public improvement is shown in "Exhibit A." The detailed location of the improvement will be shown on the plans prepared by the Commission for the above-designated route and project.

(4) COMMISSION REPRESENTATIVE: The Commission's Central 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.

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

(A) The City will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission's requirements, standards and specifications. Said plans shall not be changed in concept or scope without prior approval of the Commission.

(B) The City will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The City will solicit bids for the herein improvement in accordance with plans developed by the City, or as the plans may from time to time be modified in order to carry out the work as contemplated. The City shall not award the construction contract without obtaining Commission's concurrence in the award.

(C) The City will secure all required federal, state and local permits as required for design and construction of the improvements prior to entering onto the Commission right of way to perform any obligation under this Agreement, obtain any applicable permit from the Commission, unless the performance of such obligations under this Agreement would not ordinarily require a permit from the Commission.

(D) The City will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to the current criteria and requirements established and adopted by the Commission and in accordance with current applicable manuals and policies of the Commission and the FHWA, if applicable, which shall be furnished by the Commission upon request, and, absent the foregoing, with manuals and policies of the American Association of State Highway and Transportation Officials ("AASHTO").

(6) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The currently estimated cost of the project is One million four hundred thirty-four thousand ninety dollars (\$1,434,090). The details of the estimated

cost breakdown may be seen in "Exhibit B," which is incorporated herein and attached hereto. The total project cost will include preliminary engineering, right of way acquisition, utility relocation, project construction, and work inspection.

(B) The Commission will pay for fifty percent (50%) of the currently estimated cost of the project. Of this amount, the Commission shall provide four hundred ninety-six thousand, fifty dollars (\$496,050) from the Commission's Cost Share program, \$72,500 available in State Fiscal Year 2014 and \$423,550 available in State Fiscal Year 2016. MoDOT Central District shall provide two hundred five thousand, nine hundred ninety-five dollars (\$205,995) from the District's STIP budget, and preliminary engineering, construction engineering and right of way review services by its Central District personnel estimated to total fifteen thousand dollars (\$15,000).

(C) The City may invoice the Commission monthly after the costs are incurred or the project is complete. The City will pay for fifty percent (50%) of the cost of the project and for that purpose shall provide an appropriation of seven hundred and seventeen thousand, forty-five dollars (\$717,045), based on the current estimate of the project cost.

(D) The City and MoDOT Central District are equally responsible for the balance of the project in excess of the current estimate of \$1,434,090.

(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 City and the Commission.

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

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

(10) APPROVAL OF FHWA AND AVAILABILITY OF FUNDS: This Agreement is entered into subject to the approval of the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(11) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City 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 City.

(12) 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, except as otherwise provided by this Agreement or a separate written agreement.

(13) RELINQUISHMENT: Upon completion of construction of this improvement, the Commission shall convey by quitclaim deed, to the City the portion of the State Highway which is the subject of this Agreement. The City agrees to accept the deed from the Commission. The deed shall be filed with the office of the recorder of deeds in the county where the highway is located.

(14) MAINTENANCE BY COMMISSION: Prior to conveyance of the highway, the Commission shall maintain the highway as part of the state highway system. Upon conveyance of the highway to the City, Commission's responsibility to maintain the highway shall cease and the highway will no longer be considered 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.

(15) MAINTENANCE BY CITY: Upon conveyance by the Commission as shown by the date on the quitclaim deed, the City shall maintain the highway as part of City's system.

(16) LOCATION: The general location of the highway to be conveyed is as follows:

Beginning at Station 130+67, a point approximately 131.6 feet south of Route 740, proceed south to Station 137+67, a point approximately 831.6 feet from Route 740 (Stadium Blvd.) near Ashland Road [Exhibit C].

The exact description of the highway shall appear in the quitclaim deed.

(17) 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.

(18) 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 City.

(19) NO INTEREST: By contributing to the cost of this project or improvement, the City gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(20) 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.

(21) 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.

(22) 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.

(23) 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.

(24) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and 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 City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City is required or will require any contractor procured by the City 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 the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) 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.

(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.

(25) 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.

[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 ____ day of _____, 20__.

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

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

CITY OF COLUMBIA, MISSOURI

By _____

By _____

Title _____

Mike Matthes, City Manager

ATTEST: (Commission seal)

ATTEST: (Entity seal, if existing)

Secretary to the Commission

By _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

By _____
Nancy Thompson, City Counselor

I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged, that is account _____ and that there is an unencumbered balance to the credit of such account sufficient to pay therefore. *440-8800-528 49.90. C00213*

John Blattel, Director of Finance

City Ordinance Number _____

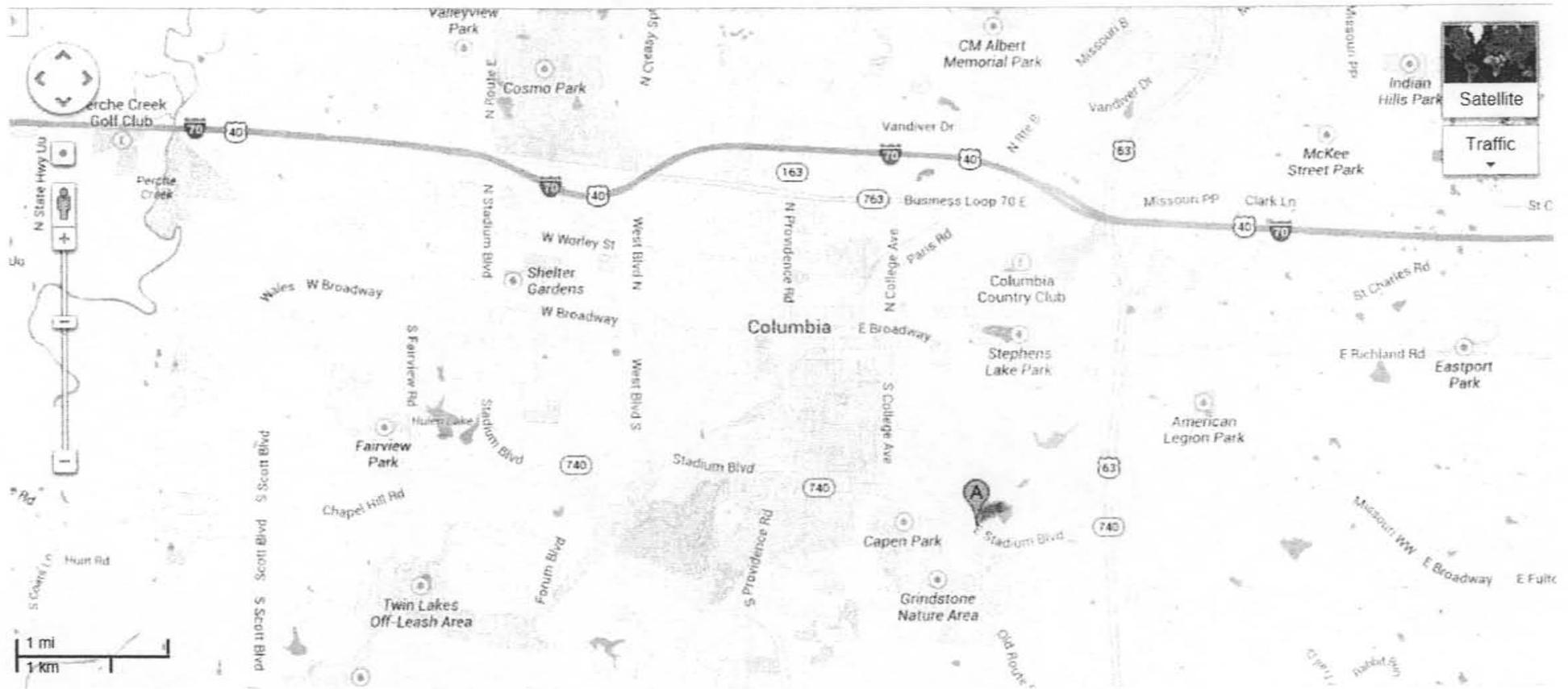


Exhibit A – Location Map, Stadium Boulevard/Route 740 and Old 63 Intersection Improvements

**EXHIBIT B
ESTIMATE COST BREAKDOWN**

Project Name:

MoDOT Job Number: J5S3092

Description: Intersection improvements at Old Route 63 and Route 740

Total Project Cost Estimate:

	Current Estimate
Preliminary Engineering	\$150,000
Right of Way	\$85,000
Right of Way Incidentals	\$5,000
Utilities	\$50,000
Construction	\$1,065,800
Construction Contingency	\$20,000
Construction Engineering	\$58,290
Total	\$1,434,090

Project Responsibilities:

Design	City of Columbia
Right of Way Acquisition	City of Columbia
Letting	City of Columbia
Inspection	City of Columbia

Financial Responsibilities:

Cost Share Funds	\$496,050	35%
Central District (PE & CE Review, ROW Incidental)	\$15,000	1%
Central District (STIP Funds)	\$205,995	14%
City of Columbia	\$717,045	50%
Total:	\$1,434,090	100%

How are overruns and underruns handled? All overruns and underruns will be split 50/50 between Central District and the City.

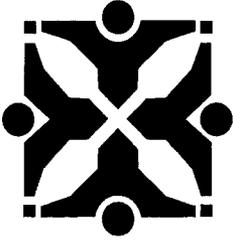


STA. 137+60

RELINQUISH APPROX. 700 FEET OF OLD ROUTE 63 TO CITY OF COLUMBIA

STA. 130+60

EXHIBIT C: RELINQUISHMENT TO CITY OF COLUMBIA



Source: Public Works *[Handwritten Signature]*

Agenda Item No:

To: City Council
From: City Manager and Staff *[Handwritten Initials]*

Council Meeting Date: Apr 7, 2014

Re: Cost Apportionment Agreement with MHTC for Improvements at the Intersection of Route 740 (Stadium Boulevard) and Old Route 63

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration legislation authorizing the City Manager to execute a Cost Apportionment Agreement with the Missouri Highways and Transportation Commission (MHTC) for improvements at the intersection of Route 740 (Stadium Boulevard) and Old Route 63.

DISCUSSION:

Route 740 (Stadium Boulevard) is classified as an Expressway, and Old Route 63 is classified as a Minor Arterial in the 2012 CATSO Major Roadway Plan. Currently, this signalized intersection has no marked crosswalks or pedestrian signals. This proposed project includes adding pedestrian facilities and beautification of the intersection; as well as capacity improvements, which include dual left turns from northbound to westbound movement, and a westbound to northbound right turn lane. Construction is expected to be underway in 2015.

The City of Columbia will serve as the lead agency for the design, contract administration, utility coordination and easement acquisition for this project. Upon project completion, the Commission will convey approximately 700 lineal feet of Old Route 63 to the City through a quit claim deed. The length of roadway to be conveyed, and become part of the City's roadway system, begins approximately 132 feet south of the intersection and continues south approximately 700 feet.

FISCAL IMPACT:

The estimated cost of the project is \$1,434,090 and will be split between the City and MoDOT. The City's share of the cost is \$717,045, and will be funded by ¼% Capital Improvement Sales Tax.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

A network of safe roadways in and around the City will provide sustainable, efficient mobility to vehicular travel and other modes in a complimentary manner.

SUGGESTED COUNCIL ACTIONS:

Approve the legislation authorizing the City Manager to execute a Cost Apportionment Agreement with MHTC for intersection improvements at Stadium and Old Route 63.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$14,715.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$762,050.00	Duplicates/Epands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	13.1
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	

